

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. DACW65-01-B-0002	2. TYPE OF SOLICITATION <input checked="checked" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 15-Dec-2000	PAGE OF PAGES 1 OF 33
<b>IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.</b>				
4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO. W26GLG-0307-8467		6. PROJECT NO.
7. ISSUED BY CODE DACW65  CONTRACTING DIVISION US ARMY ENGR DIST NORFOLK ATTN: CENAO-CT 803 FRONT STREET  NORFOLK, VA 23510-1096		8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE  <b>See Item 7</b>		
9. FOR INFORMATION CALL:	A. NAME SUSAN I HURST		B. TELEPHONE NO. <i>(Include area code)</i> <b>(NO COLLECT CALLS)</b> (757) 441-7747	
<b>SOLICITATION</b>				
<b>NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".</b>				
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS <i>(Title, identifying no., date):</i>  Maintenance Dredging, Starlings Creek, Accomack County, VA. The work consists of maintenance dredging by hydraulic dredge and pipeline the Starlings Creek channel and turning basin as base bid dredging, and the harbor of refuge as optional bid dredging, each to a depth of 8 feet with 1 foot of allowable overdepth. The stated allowable overdepth indicated is the maximum dredging depth in accordance with the Virginia Department of Environmental Quality Water Protection Permit and is not to be exceeded. The dredged material shall be placed in the Government furnished placement area only.  susan.i.hurst@usace.army.mil fax 757-441-7747				
11. The Contractor shall begin performance within <u>20</u> calendar days and complete it within <u>60</u> calendar days after receiving <input type="checkbox"/> award, <input checked="checked" type="checkbox"/> notice to proceed. This performance period is <input checked="checked" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. <i>(See 52.211-10 .)</i>				
12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="checked" type="checkbox"/> YES <input type="checkbox"/> NO				12B. CALENDAR DAYS  10
13. ADDITIONAL SOLICITATION REQUIREMENTS: A. Sealed offers in original and <u>1</u> copies to perform the work required are due at the place specified in Item 8 by <u>14:00:00</u> <i>(hour)</i> local time <u>1/17/00</u> <i>(date)</i> . If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due. B. An offer guarantee <input checked="checked" type="checkbox"/> is, <input type="checkbox"/> is not required. C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference. D. Offers providing less than <u>60</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.				

<b>SOLICITATION, OFFER, AND AWARD (Continued)</b> <i>(Construction, Alteration, or Repair)</i>										
<b>OFFER (Must be fully completed by offeror)</b>										
14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>					15. TELEPHONE NO. <i>(Include area code)</i>					
					16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i>					
					<b>See Item 14</b>					
CODE		FACILITY CODE			17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. <i>(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)</i>					
AMOUNTS		SEE SCHEDULE OF PRICES								
18. The offeror agrees to furnish any required performance and payment bonds.										
<b>19. ACKNOWLEDGMENT OF AMENDMENTS</b> <i>(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)</i>										
AMENDMENT NO.										
DATE										
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>					20B. SIGNATURE				20C. OFFER DATE	
<b>AWARD (To be completed by Government)</b>										
21. ITEMS ACCEPTED:										
<b>SEE SCHEDULE</b>										
22. AMOUNT		23. ACCOUNTING AND APPROPRIATION DATA								
24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>				<b>ITEM</b>	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)					
26. ADMINISTERED BY			CODE				27. PAYMENT WILL BE MADE BY			CODE
<b>CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE</b>										
<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.					<input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.					
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i>					31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>					
30B. SIGNATURE			30C. DATE		31B. UNITED STATES OF AMERICA BY				31C. AWARD DATE	

## SECTION 00010 Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1.00	Lump Sum	_____	
	Mobilization and Demobilization				
	FFP - STARLINGS CREEK-FY 01-DREDGING				
	PURCHASE REQUEST NUMBER W26GLG-0307-8467				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY (ESTIMATED)	UNIT	UNIT PRICE	AMOUNT
0002		53,000.00	Cubic Yard	_____	
	Dredging				
	FFP - Dredging Starlings Creek Channel and Turning Basin to a Depth of 8 feet with a 1 foot allowable overdepth, complete, including all associated work as specified ESTIMATED				
	PURCHASE REQUEST NUMBER W26GLG-0307-8467				

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NET AMT

**TOTAL CLINS 0001 and 0002**

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ITEM NO	SUPPLIES/SERVICES	QUANTITY (ESTIMATED)	UNIT	UNIT PRICE	AMOUNT
0003		10,000.00	Cubic Yard	_____	
	Optional Bid Item -- Dredging FFP - Dredging the Harbor of Refuge to a depth of 8 feet with a 1 foot allowable overdepth, complete, including all associated work as indicated and specified. ESTIMATED. OPTION 1 PURCHASE REQUEST NUMBER W26GLG-0307-8467				
				NET AMT	_____
	<b>TOTAL CLINS 0001 through 0003</b>				_____

## SECTION 00100 Bidding Schedule/Instructions to Bidders

## CLAUSES INCORPORATED BY REFERENCE:

52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.214-1	Solicitation Definitions--Sealed Bidding	JUL 1987
52.214-3	Amendments To Invitations For Bids	DEC 1989
52.214-4	False Statements In Bids	APR 1984
52.214-5	Submission Of Bids	MAR 1997
52.214-6	Explanation To Prospective Bidders	APR 1984
52.214-7	Late Submissions, Modifications, and Withdrawals of Bids	NOV 1999
52.214-12	Preparation Of Bids	APR 1984
52.214-18	Preparation of Bids-Construction	APR 1984
52.214-19	Contract Award-Sealed Bidding-Construction	AUG 1996
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.217-5	Evaluation Of Options	JUL 1990
52.225-10	Notice of Buy American Act/Balance of Payments Program	FEB 2000
	Requirement--Construction Materials	
52.232-38	Submission of Electronic Funds Transfer Information with Offer	MAY 1999

## CLAUSES INCORPORATED BY FULL TEXT

## 52.214-15 PERIOD FOR ACCEPTANCE OF BIDS (APR 1984)

In compliance with the solicitation, the bidder agrees, if this bid is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the bidder) from the date specified in the solicitation for receipt of bids, to furnish any or all items upon which prices are bid at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

(End of clause)

## 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price contract resulting from this solicitation.

(End of clause)

## 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Contracting Officer, US Army Corps of Engineers, 80 Front St, Norfolk VA 23510.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

## 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting:

Name: Samuel McGee  
 Address: UA Army Corps of Engineers, Norfolk District  
 803 Front Street  
 Norfolk VA 23510  
 Telephone: 757-441-7616

## 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

## E4LC CONSTR 02 AWARD TO RESPONSIBLE OFFEROR

Responsibility will be determined, prior to award, by the Contracting Officer, either by performing a pre-award survey or conclusions based on a previous pre-award survey and/or any performance data available. A pre-award survey will be performed and the offeror will be required to show that he has the necessary capital, experience, and owns or can procure the necessary plant or other resources to commence the work at the time prescribed in the specifications and thereafter to prosecute and complete the work safely and satisfactorily within the time specified.

## E4LC CONSTR 03 AMOUNT OF BID OR OFFER GUARANTEE

Bid or offer guarantee in a penal sum of 20 percent of the bid price or \$3,000,000, whichever is the lesser, will be required if the bid or offer price is in excess of \$25,000. If the guarantee is submitted in the form of a bid bond, Standard Form 24 will be used and the bond penalty may be expressed in terms of a percentage of the bid or offer price or may be expressed in dollars and cents.

## E4LC CONSTR 04 EVIDENCE OF AUTHORITY TO SIGN OFFERS

Evidence of the authority of individuals signing offers to submit firm offers on behalf of the offeror is required except where the offer is signed, and shows that it is so signed, by: the President, Vice-President, or Secretary of an incorporated offeror; a partner in the case of a partnership; or the owner in the case of a sole proprietorship. Failure to submit with the offer satisfactory evidence of the authority of all other persons may be cause for rejection of the offer as invalid or nonresponsive.

## E4LC CONSTR 05 PREAWARD SAFETY CONFERENCE

- a. Where an apparent low bidder, in performance of contracts during the previous three-year period, incurred one or more accidents, or where, in the opinion of the Contracting Officer, there is any question regarding this compliance with any safety or accident prevention requirement, such bidder, on request of the Contracting Officer prior to any award under this solicitation, shall attend a conference with representatives of the Contracting Officer to discuss any such accidents or non-compliance, the reason for their occurrence, and measures which will be taken to preclude any recurrence thereof.
- b. Information elicited at this conference will be used by the Contracting Officer, in conjunction with other information obtained in a preaward survey, in determining the bidder's responsibility.
- c. The items discussed, the preventive measures considered, and any conclusions reached in this conference shall be recorded in minutes of the meeting, which shall be authenticated by the signatures of representatives of the bidder and the Contracting Officer, and any procedures noted therein as agreed upon shall become an obligation of the bidder, along with all other safety and accident prevention requirements of the contract, if award is made to him.

#### E4LC CONSTR 06            INSPECTION OF THE SITE

Prospective bidders are invited to visit the site of the work in order to acquaint themselves as to site conditions and other problems incident to the prosecution of the work. Arrangements for inspection of the site shall be made through the Office of the Area Engineer identified in the clause 52.236.27, entitled "SITE VISIT (CONSTRUCTION)."

#### E4LC CONSTR 08            MAGNITUDE OF CONSTRUCTION PROJECT

The estimated contract price of the work for this project is  
between \$ 500,000 and \$ \$1,000,000.

#### E4LC CONSTR 09            BASIS OF AWARD

All blanks must be filled in by the bidder. A single award will be made to the lowest responsible, responsive bidder on the basis of the total price bid. Prior to making an award, a pre-award survey will be made and the low bidder will be required to show that he has the necessary capital, experience, and owns or can procure the necessary plant to commence the work at the time prescribed in the specifications and thereafter to prosecute and complete the work safely and satisfactorily within the time specified.

#### E4LC CONSTR 10           UNBALANCED OFFERS

Any offer which is materially unbalanced as to prices for the Base Items and the Optional Items may be rejected as non-responsive or otherwise not considered for award.

An unbalanced offer is one which is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

#### E4LC CONSTR 23           INCURRING COSTS

The Government is not liable for any costs incurred by the offeror submitting an offer in response to this solicitation.

## E4LC CONSTR 24      AWARD TO RESPONSIBLE OFFEROR

Responsibility will be determined, prior to award, by the Contracting Officer, either by performing a pre-award survey or conclusions based on a previous pre-award survey and/or any performance data available. A pre-award survey will be performed and the offeror will be required to show that he has the necessary capital, experience, and owns or can procure the necessary plant or other resources to commence the work at the time prescribed in the specifications and thereafter to prosecute and complete the work safely and satisfactorily within the time specified.

## 52.0000-4009      CONTRACTOR PERFORMANCE AND BANKING INFORMATION

1. Prior to awarding a contract, the Government must conduct a PRE-AWARD SURVEY of the firm selected for award. In order for us to minimize delays in conducting the survey and awarding the contract, you are requested to provide the following information with your offer:

- a. BANK:              Branch/Location  
    Point-of-Contact  
    Telephone Number/Fax Number

Please contact the bank in advance so they will release the necessary information regarding average balances in your operating accounts, lines of credit, and credit history.

- b. 3 CURRENT PROJECTS OF SIMILAR SCOPE AND SIZE:

Project Title/Contract Number  
 Customer  
 Point-of-Contact  
 Telephone Number/Fax Number  
 \$ Value  
 % Complete  
 Scheduled Completion Date

- c. 3 COMPLETED PROJECTS OF SIMILAR SCOPE AND SIZE:

Same as CURRENT PROJECTS; however, in lieu of "% Complete"  
 and "Scheduled Completion Date," provide "Completion Date."

- d. DO NOT PROVIDE VOLUMINOUS LISTINGS OF YOUR FIRM'S CONTRACTING HISTORY.

2. If you wish to shield this information from public view at the bid opening, the information may be placed in an envelope with the following legend:

PRE-AWARD SURVEY INFORMATION  
 SOLICITATION NO. \_\_\_\_\_  
 <YOUR FIRM'S NAME>



## SECTION 00600 Representations &amp; Certifications

## CLAUSES INCORPORATED BY REFERENCE:

52.203-11	Certification And Disclosure Regarding Payment To Influence Certain Federal Transactions	APR 1991
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998

## CLAUSES INCORPORATED BY FULL TEXT

## 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contradictory to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as an agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above \_\_\_\_\_ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

## 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

## (a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

## (d) Taxpayer Identification Number (TIN).

\_\_\_ TIN:-----

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

## (e) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

\_\_\_ Corporate entity (tax-exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other-----

(f) Common parent.

\_\_\_ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

\_\_\_ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

**52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

**THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.**

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of

business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2000) ALTERNATE I (OCT 2000) & ALTERNATE II (OCT 2000)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 23499.

(2) The small business size standard is \$27,500,000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(6) (Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision). The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

( ) Black American.

( ) Hispanic American.

( ) Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

( ) Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

( ) Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

#### 52.219-2 EQUAL LOW BIDS. (OCT 1995)

- (a) This provision applies to small business concerns only.
- (b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

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(c) Failure to identify the labor surplus area as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

#### 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

- (a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) ☐ It has, ☐ has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

#### 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

- (a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.
- (b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-

Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

#### 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

\_\_\_\_ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

#### E4LC CONSTR 01 CORPORATE CERTIFICATE

Note: Contractor, if a corporation, should cause the following certificate to be executed under its corporate seal, provided that the same officer shall not execute both the contract and the certificate.

#### CERTIFICATE

I, \_\_\_\_\_, certify that I am \_\_\_\_\_ of the

corporation named as Contractor herein, that \_\_\_\_\_, was then the  
 \_\_\_\_\_ of said corporation; that said contract was duly signed for and in behalf of said  
 corporation of authority of its governing body, and is within the scope of its corporate powers.

\_\_\_\_\_  
 (Name of Corporation)

\_\_\_\_\_  
 (Signature)

(Corporate Seal)

E4LC CONSTR 18      COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING

(a) The Offeror is requested to enter its CAGE code in the space provided below. The CAGE code entered must be for that name and address.

(b) If the Offeror does not have a CAGE code, it may ask the Contracting Officer to request one in accordance with the provisions of DFARS 52.204-7001 in the section of this solicitation entitled "Instructions to Bidders."

(c) Do not delay submission of the offer pending receipt of a CAGE code.

CAGE Code: \_ \_ \_ \_ \_

( ) UNKNOWN

E4LC CONSTR 26      SMALL BUSINESS STANDARD FOR DREDGING

(a) FAR 52.219-1, SMALL BUSINESS PROGRAM REPRESENTATION, provides the SIC Code and small business size standard for dredging.

(b) Additionally, to be considered small, a firm must perform at least 40% of the yardage with its own dredging equipment or equipment owned by another small dredging firm.



## SECTION 00700 Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE:

52.202-1 Alt I	Definitions (Oct 1995) --Alternate I	APR 1984
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-4	Printing/Copying Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-13	Time Extensions	SEP 2000
52.211-18	Variation in Estimated Quantity	APR 1984
52.214-26	Audit and Records--Sealed Bidding	OCT 1997
52.214-27	Price Reduction for Defective Cost or Pricing Data - Modifications - Sealed Bidding	OCT 1997
52.214-28	Subcontracting Cost Or Pricing Data--Modifications--Sealed Bidding	OCT 1997
52.214-29	Order Of Precedence--Sealed Bidding	JAN 1986
52.219-6	Notice Of Total Small Business Set-Aside	JUL 1996
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-3	Convict Labor	AUG 1996
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-6	Davis Bacon Act	FEB 1995
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	FEB 1999
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Affirmative Action For Disabled Veterans And Veterans of the Vietnam Era	APR 1998
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era	JAN 1999
52.223-6	Drug Free Workplace	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic	JUN 2000

	Enterprises	
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-4	Patent Indemnity-Construction Contracts	APR 1984
52.228-1	Bid Guarantee	SEP 1996
52.228-11	Pledges Of Assets	FEB 1992
52.228-12	Prospective Subcontractor Requests for Bonds	OCT 1995
52.228-14	Irrevocable Letter of Credit	DEC 1999
52.229-3	Federal, State And Local Taxes	JAN 1991
52.229-5	Taxes--Contracts Performed In U S Possessions Or Puerto Rico	APR 1984
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 1997
52.232-17	Interest	JUN 1996
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-27	Prompt Payment for Construction Contracts	JUN 1997
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	DEC 1998
52.233-3	Protest After Award	AUG 1996
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-21 Alt I	Specifications and Drawings for Construction (Feb 97) - Alternate I	APR 1984
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	AUG 1987
52.244-6	Subcontracts for Commercial Items and Commercial Components	OCT 1998
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.247-34	F.O.B. Destination	NOV 1991
52.248-3	Value Engineering-Construction	FEB 2000
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Sep 1996) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	MAR 1999
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	MAR 2000
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991

252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7003	Compliance With Veterans' Employment Reporting Requirements	MAR 1998
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.225-7012	Preference For Certain Domestic Commodities	AUG 2000
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.227-7033	Rights in Shop Drawings	APR 1966
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7008	Contract Prices-Bidding Schedules	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.246-7000	Material Inspection And Receiving Report	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAR 2000
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
252.248-7000	Preparation Of Value Engineering Change Proposal	MAY 1994

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **20** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **60 calendar days after the Contractor receives the notice to proceed**. The time stated for completion shall include final cleanup of the premises.

Should the total quantity of material to be paid for and actually removed under the contract exceed the quantity from the bidding schedule, additional time will be allowed at the rate of 1 calendar day for each 33,500 cubic yards in excess of the estimated quantity.  
(End of clause)

##### 52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$300.00 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

##### 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate

workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
23.6%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is **Accomack County, VA**

#### 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material	Identification No.
(If none,	

insert "None")

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(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsive and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

#### 52.225-9 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM--CONSTRUCTION MATERIALS (FEB 2000)

(a) Definitions. As used in this clause--

Component means any article, material, or supply incorporated directly into construction materials.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Domestic construction material means--

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

United States means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) and the Balance of Payments Program by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows:  
NONE

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent. For determination of unreasonable cost under the Balance of Payments Program, the Contracting Officer will use a factor of 50 percent;

(ii) The application of the restriction of the Buy American Act or Balance of Payments Program to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act or Balance of Payments Program. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act or Balance of Payments Program applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act or Balance of Payments Program applies, use of foreign construction material is noncompliant with the Buy American Act or Balance of Payments Program.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
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Item 1

Foreign construction material....

Domestic construction material....

Item 2

Foreign construction material....

Domestic construction material... ..

-----  
 Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).  
 List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.  
 Include other applicable supporting information.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

252.223-7001 HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.")

ACT

\_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.



(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

#### 252.236-7001 CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and
  - (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.
- (d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Title	File	Drawing No.
See attachments		

(End of clause)

E4LC CONSTR 27	REQUIREMENT FOR "PAYMENT AND PERFORMANCE BONDS" OR "PAYMENT BONDS ONLY"
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If the resulting contract is awarded for an amount in excess of \$100,000, the contractor shall be required to provide both payment and performance bonds in accordance with FAR 52.228-15, "Performance and Payment Bonds--Construction." FAR 52.228-15 applies only to those contracts awarded for an amount in excess of \$100,000.

If the resulting contract is awarded for an amount in excess of \$25,000 but no more than \$100,000, the contractor shall not be required to provide a performance bond. The required payment bond shall be provided in accordance with FAR 52.228-13, "Alternative Payment Protections." FAR 52.228-13 applies only to those contracts awarded for an amount in excess

of \$25,000 by no more than \$100,000.

Neither payment nor performance bonds are required for contracts awarded for an amount less than \$25,000.

## SECTION 00800 Special Contract Requirements

## CLAUSES INCORPORATED BY FULL TEXT

## E4LC CONSTR 11 DEPARTMENT OF LABOR WAGE DECISION (CONSTRUCTION)

Any contract awarded as a result of this solicitation will be subject to the U.S. Department of Labor Wage Decision(s) provided following Section 00800, identified as VA000026.

## E4LC CONSTR 12 REQUIRED INSURANCE

The contractor shall procure and maintain during the entire period of performance under this contract, the following minimum insurance:

TYPE	AMOUNT
Workers Compensation	As required by State law
Employer's Liability	\$100,000 per person
General Liability	\$500,000 per occurrence
Motor Vehicle Liability (for each motor vehicle):	
Bodily injury or death	\$200,000 per person \$500,000 per occurrence
Property damage	\$20,000 per occurrence

Prior to commencement of work hereunder, the contractor shall furnish to the Contracting Officer a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than 30 days after written notice thereof to the Contracting Officer.

## E4LC CONSTR 13 PERFORMANCE OF WORK BY CONTRACTOR

Offeror's attention is directed to FAR 52.236-1, "Performance of Work by Contractor." Contractor is required to furnish a description of the work which will be performed by his own organization, (e.g., earthwork, paving, etc.), the percentage of the total work this represents, and the estimated cost thereof. Such description of work to be performed by the contractor's own organization shall be provided to the Contracting Officer within 10 days of contract award.

## E4LC CONSTR 14 PERFORMANCE EVALUATION OF CONTRACTOR

As a minimum, the Contractor's performance will be evaluated upon final acceptance of the work. However, interim evaluations may be prepared at any time during contract performance when

determined to be in the best interest of the Government. The format for the evaluation will be DD Form 2626, and the Contractor will be rated either "Outstanding," "Satisfactory," or "Unsatisfactory" in the areas of Contractor Quality Control, Timely Performance, Effectiveness of Management, Compliance with Labor Standards, and Compliance with Safety Standards. The Contractor will be advised on any unsatisfactory rating, either in an individual element or in the overall rating, prior to completing the evaluation; all contractor comments will be made a part of the official record. In compliance with DOD FAR Supplement 236.201, Performance Evaluation Reports will be available to all DOD Contracting Offices for their future use in determining contractor responsibility.

#### E4LC CONSTR 16      ACCIDENT PREVENTION PLAN

In accordance with the clause entitled "Accident Prevention," the contractor will not be allowed to commence work on the job site until an acceptable accident prevention plan has been submitted. The contractor will receive official notification of the acceptance of his accident prevention plan.

#### E4LC CONSTR 19      YEAR 2000 COMPLIANCE (CONSTRUCTION)

In accordance with FAR 39.106, the contractor shall ensure that with respect to any design, construction, goods, or services under this contract, as well as any subsequent task/delivery orders issued under this contract (if applicable), all information technology contained therein shall be Year 2000 (Y2K) compliant. Specifically, the contractor shall:

- a. Perform, maintain, and provide an inventory of all major components to include structures, equipment, items, parts, and furnishings under this contract and each task/delivery order which may be affected by the Y2K compliance requirement.
- b. Indicate whether each component is currently Y2K compliant or requires an upgrade for compliance prior to government acceptance.

#### E4LC CONSTR 20      CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS

- (a) The Government--
  - (1) Will provide the Contractor, without charge, one set of large-scale reproducible contract drawings and specifications except publications incorporated into the technical provisions by reference; and
  - (2) Additional sets are available on request from the Defense Printing Service, Norfolk, Virginia, (757)444-5968, at the solicitation document price. Document sets will be available from Defense Printing Service until 30 days after contract award.
- (b) The Contractor shall--
  - (1) Check all drawings furnished immediately upon receipt;
  - (2) Compare all drawings and verify the figures before laying

out the work;

(3) Promptly notify the Contracting Officer of any discrepancies; and

(4) Be responsible for any errors which might have been avoided by complying with this paragraph (b).

(c) Large scale drawings shall, in general, govern small scale drawings. Figures marked on drawings shall, in general, be followed in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work, but shall be performed as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

SEE INDEX OF DRAWINGS IN DIVISION 1 (SECTION 01850) OF THE SPECIFICATION.

The following plans and specifications are provided as attachments and are included in any resultant contract by reference:

Maintenance Dredging Starlings Creek (specifications)

Maintenance Dredging Starlings Creek (drawings)

The following wage determination is included in this contract:

## General Decision Number VA000026

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General Decision Number **VA000026**

Superseded General Decision No. VA990026

State: Virginia

Construction Type:  
DREDGING

County(ies):  
STATEWIDE

DREDGING CONSTRUCTION PROJECTS (Excluding HOPPER DREDGING)

Modification Number	Publication Date
0	02/11/2000

COUNTY(ies):  
STATEWIDE

ENGI0025J 02/01/1998

	Rates	Fringes
HYDRAULIC DREDGES 20" & OVER		
Leverman	16.91	3.41+a
Engineer	16.09	3.41+a
Derrick Operator	14.97	3.41+a
Electrician	15.25	3.41+a
Carpenter	14.89	3.41+a
Mate	13.91	3.36+a
Welder	14.35	3.36+a
Spill Barge Operator	14.56	3.36+a
Spider Barge Operator	14.56	3.36+a
Tug Master	13.74	3.41+a
Tug Mate	13.18	3.36+a
Tug Deckhand	10.26	3.31+a
Steward	11.27	3.31+a
Oiler	10.95	3.31+a
Deckhand	10.26	3.31+a
Shoreman	10.07	3.31+a
Second Cook	10.26	3.31+a
Messman	10.07	3.31+a
CLAMSHELL DREDGES:		
Operator	16.83	3.41+a
Engineer	15.26	3.41+a
Welder	14.14	3.36+a
Mate	13.62	3.36+a
Oiler	10.95	3.31+a
Deckhand	10.26	3.31+a
Launchman	10.95	3.31+a
Scowman	10.40	3.31+a
Handyman	10.26	3.31+a
TUGS TENDING CLAMSHELL DREDGES:		
Tug Master	15.29	3.41+a
Tug Mate	13.44	3.41+a
Engineer	14.68	3.41+a
Assistant Engineer	13.27	3.41+a
Deckhand	10.12	3.31+a
Cook	10.40	3.31+a
STEWARD DEPARTMENT ON CLAMSHELL DREDGES:		
Cook	10.01	3.31+a
Mess Cook	9.42	3.31+a
Messman & Janitor	9.28	3.31+a

- a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Good Friday, Labor Day, Thanksgiving Day, Christmas Day. Plus Vacation contribution of 7% of straight time pay for all hours worked.

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SUVA2041A 11/01/1994

	Rates	Fringes
HYDRAULIC DREDGES UNDER 20":		
Leverman	14.53	2.96+a
Engineer	14.18	2.96+a
Derrick Operator	13.20	2.96+a
Electrician	13.45	2.96+a
Carpenter	13.14	2.96+a
Mate	12.39	2.96+a
Welder	12.78	2.96+a
Spill Barge Operator	12.97	2.96+a
Spider Barge Operator	12.97	2.96+a
Tug Master	12.29	2.96+a
Tug Mate	11.76	2.96+a
Steward	10.42	2.96+a
Oiler	10.12	2.96+a
Deckhand	9.50	2.96+a
Tug Deckhand	9.50	2.96+a
Shoreman	9.32	2.96+a
Second Cook	9.50	2.96+a
Messman	9.32	2.96+a
Rodman	9.50	2.96+a
Handyman	9.50	2.96+a
Night Cook	9.50	2.96+a
Janitor/Porter	9.50	2.96+a
DIPPER DREDGES:		
Operator	14.59	2.96+a
Engineer	14.04	2.96+a
Welder	12.78	2.96+a
Mate	12.39	2.96+a
Oiler	10.12	2.96+a
Deckhand	9.50	2.96+a
Launchman	10.12	2.96+a
Scowman	9.63	2.96+a
Rodman	9.50	2.96+a
Handyman	9.50	2.96+a
TUGS:		
(Tending Dipper Dredges)		
Tug Master	13.16	2.96+a
Engineer	12.96	2.96+a
Tug Mate	11.87	2.96+a
Assistant Engineer	11.75	2.96+a
Deckhand	9.37	2.96+a
Cook	9.63	2.96+a

STEWARD DEPARTMENT:

(On Dipper Dredges)

Cook	9.27	2.96+a
Mess Cook	8.74	2.96+a
Messman and Janitor	8.61	2.96+a

DRILL BOATS:

Engineer	14.18	2.96+a
Blaster	13.69	2.96+a
Driller	13.69	2.96+a

FOOTNOTES APPLICABLE TO ALL ABOVE CRAFTS:

a. PAID HOLIDAYS AND VACATION:

New Year's Day, Memorial Day, Independence Day,  
Good Friday, Labor Day, Thanksgiving Day, and Christmas  
Day; plus vacation contribution of 7% of straight time  
pay for all hours worked.

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Unlisted classifications needed for work not included within the  
scope of the classifications listed may be added after award only  
as provided in the labor standards contract clauses (29 CFR?5.5(a

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can  
be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a  
position on a wage determination matter
- \* a conformance (additional classification and rate)  
ruling

On survey related matters, initial contact, including requests  
for summaries of surveys, should be with the Wage and Hour  
Regional Office for the area in which the survey was conducted  
because those Regional Offices have responsibility for the  
Davis-Bacon survey program. If the response from this initial  
contact is not satisfactory, then the process described in 2.)  
and 3.) should be followed.

With regard to any other matter not yet ripe for the formal  
process described here, initial contact should be with the Branch  
of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an  
interested party (those affected by the action) can request  
review and reconsideration from the Wage and Hour Administrator



(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.  
END OF GENERAL DECISION

SPECIFICATIONS  
FOR  
MAINTENANCE DREDGING  
STARLINGS CREEK  
ACCOMACK COUNTY, VIRGINIA

PREPARED  
AND  
ISSUED BY  
DEPARTMENT OF THE ARMY  
NORFOLK DISTRICT, CORPS OF ENGINEERS  
OPERATIONS BRANCH  
WATERFIELD BUILDING  
803 FRONT STREET  
NORFOLK, VIRGINIA 23510-1096

TECHNICAL SPECIFICATIONS  
MAINTENANCE DREDGING  
STARLINGS CREEK  
ACCOMACK COUNTY, VIRGINIA  
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02881	Dredging

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These Divisions not used

## SECTION 01005

### SPECIAL WORK REQUIREMENTS AND RESTRICTIONS

10/00

#### **PART 1 GENERAL**

##### 1.1 Special Work Requirements

The work consists of dredging Starlings Creek Channel, Turning Basin, and Harbor of Refuge to a required depth of 8 feet with one foot of allowable overdepth. The allowable overdepth dredging depth to 9 feet mean lower low water (MLLW) as established by National Ocean Service (NOS) is the maximum permitted dredging depth and shall not be exceeded. All dredging, transport and placement of dredged material under this contract shall be in strict compliance with all conditions set forth in the Department of Environmental Quality Water Protection Permit for this contract that is available for review at the U.S. Army Corps of Engineers, Norfolk District, Operations Branch, 803 Front Street, Norfolk, Virginia 23510-1096. Point of contact concerning review or to obtain a copy of the permit is Chief, Technical Support Section, telephone (757) 441-7130, or FAX (757) 441-7664.

##### 1.1.1 Order of Work

The Contractor shall accomplish the dredging in the following order:

- (a) Channel first
- (b) Turning basin second
- (c) Harbor of Refuge third

These work areas constitute a single acceptance section and only one before dredging survey and one after dredging survey will be made.

##### 1.2 Security and Public Safety of Work Areas

The dredging and placement area is accessible to the general public; however, the Government will not undertake to exclude the public or restrict public access to the site during the work. The Contractor shall fully comply with the provisions of OSHA safe working practices and the Safety and Accident Prevention requirements of these specifications. The Contractor shall employ the use of signs, barricades, barriers, flagmen,

and any other devices and measures required to assure public and worker safety at the dredging and placement areas at all times.

### 1.3 Noise Control and Abatement

The Contractor shall employ the use of properly installed and maintained mufflers, silencers, and manufacturer's recommended sound suppressors on all plant, machinery, and equipment used on this work. The use of sound signals such as whistles, horns, or bells shall not be used if two-way radio communication can accomplish the required function.

### 1.4 Cooperation with other Contractors

During the period of this contract, other contracts may be in force for the construction of other features of work on or adjacent to the site of work being accomplished under this contract. The Contractor shall arrange his plant, and shall schedule and perform this work, so as to effectively cooperate with all other contractors and Government agencies.

### 1.5 Coordination Between Contractors

It shall be the responsibility of the Contractor on this contract to be fully informed of the extent of the limits of work to be performed by other contractors. Should there be any conflict between these limits, the Contractor shall immediately notify the Contracting Officer of the conflict, and the Contracting Officer's decision shall be final.

### 1.6 Notification of Intent to Dredge to Virginia Department of Environmental Quality (DEQ)

The Contractor shall notify the DEQ, attention Bert Parolari, 5636 Southern Boulevard, Virginia Beach, Virginia 23462, in writing, at least 15 calendar days prior to commencement of dredging operations under this contract. The Contractor shall at the same time furnish a copy of the notice to the Contracting Officer. The Contractor shall include the Virginia Water Protection (VWP) Permit Number on all correspondence and reports sent to the Department of Environmental Quality.

#### 1.6.1 Report of Dredging to the Virginia Department of Environmental Quality (DEQ)

The Contractor shall report the following information to the Virginia Department of Environmental Quality:

- (a) Date on which dredging operations started
- (b) Date on which dredging operations were completed
- (c) Amount of material dredged (in cubic yards)

The report of dredging shall be completed by the Contractor for each dredging area and forwarded, in writing, within 30 calendar days of completion of dredging operations, to the DEQ, attention Bert Parolari, 5636 Southern Boulevard, Virginia Beach, Virginia 23462. The Contractor shall at the same time furnish a copy of the report to the Contracting Officer.

## 1.7 PHYSICAL DATA

### 1.7.1 Physical Conditions Information

The physical conditions indicated on the drawings and described in the specifications are the result of site investigations by surveys. Information and data furnished or referred to below is furnished for the Contractor's information; however, it is expressly understood that the Government will not be responsible for any interpretation or conclusion drawn from this information or data by the Contractor.

### 1.7.2 Weather Conditions Information

Complete weather forecasts, records and reports may be obtained from the National Weather Service in Wakefield, Virginia, telephone (757) 899-4200, Menu selection service or operator assisted as applicable. The Contractor shall satisfy himself as to the hazards likely to arise from the weather conditions during the dredging period.

### 1.7.3 Weather/Physical Conditions

The Channel into Starlings Creek is exposed to winds from generally South to North in a Westerly direction. The large fetch in the Westerly direction can result in wind and wave conditions that may cause suspension of work in the Channel. The Turning Basin in Starlings Creek is relatively protected except for waves from the Southwest. The Harbor of Refuge is protected from wave conditions. The area is tidal with a mean range of tide of approximately 2.3 feet at Saxis, Virginia.

### 1.7.4 Condition of Dredging Area

The plans for dredging show the condition of the channel at the

dates shown on the drawings. There are not any known cables, pipes, bridges, or tunnels that cross the areas to be dredged. The dredging areas may contain trash, debris, and small obstructions not shown on the plans for dredging. There are privately owned crab shed structures, bulkheads, piers, docks, mooring piles, and other existing items in proximity to the areas to be dredged and are in various conditions ranging from total deterioration to properly maintained. The Contractor shall exercise due care in all dredging and attendant plant operations to prevent damage to all structures, bulkheads, piers, docks, mooring piles, and any other existing items that remain in the work area during dredging operations.

#### 1.7.5 Obstruction of Channel

The Government will not undertake to keep the area of channels free from vessels or other obstructions, except to the extent of such regulations, if any, as may be prescribed by the Secretary of the Army, in accordance with the provisions of Section 7 of the River and Harbor Act, approved 3 August 1917. The Contractor will be required to conduct the work in such manner as to obstruct navigation as little as possible, and in case the Contractors' plant so obstructs the channel as to make difficult or endanger the passage of vessels, said plant shall be promptly moved on the approach of any vessel to such and extent as may be necessary to afford a practicable passage. Upon the completion of the work, the Contractor shall promptly remove his plant, including ranges, buoys, piles, and other marks placed by him under this contract in navigable water or on shore.

#### 1.7.6 Responsibility

The contractor shall hold and save harmless the United States, it's officers, and employees from all claims that may arise as a result of the contractor's negligence in connection with the work performed under the contract, from noncompliance by the contractor with the provisions of the contract drawings and specifications, or from the instruction of the Contracting Officer.

#### 1.7.7 Channel Traffic

The traffic in the area of the work is expected to consist of shallow-draft commercial vessels, small craft engaged in the seafood industry, and small to medium size pleasure craft. The traffic is not expected to cause significant delays in the progress of dredging operations.

#### 1.7.8 Oyster Grounds

Oyster grounds in the vicinity of the areas to be dredged are shown on the contract drawings. The contractor shall not allow personnel or the operation of plant and attendant vessels, including pipelines, across the bounds of the private leased oyster grounds. The boundary points shown on the contract drawings for the oyster grounds shall be marked in the field with approved markings by a licensed Professional Engineer or Surveyor currently licensed in the Commonwealth of Virginia. The boundary points shall be physically located with stakes or pipe and marked with orange flagging prior to dredging operations. These markings shall be maintained during the duration of dredging and placement operations and removed upon completion of the scheduled work.

### 1.8 LAYOUT OF WORK AND SURVEYS

#### 1.8.1 General

The Contractor shall be responsible for the layout of all work and have all markings placed in the field marked by a licensed Professional Engineer or Surveyor currently licensed in the Commonwealth of Virginia. The markings shall be placed in the immediate work areas only and shall be removed once a work area has been accepted. The Government will establish the tide staff gauge within vicinity of the work area. The in-place markings shall be verified by the Government before dredging and dredged material placement operations commence. The Contractor shall provide the Contracting Officer written notice at least 14 calendar days in advance of commencement of dredging and dredged material placement operations to assure the completion of the initial Government verification review. The Government shall verify all remaining markings as the dredging and dredged material placement operations are allowed to proceed. As applicable, the Government will furnish within 14 calendar days of receipt of a written request by the Contractor, the corner point coordinates for each contract dredging area or acceptance section, and the coordinates and monument descriptions for the existing horizontal control within vicinity of the work areas. All requests shall be addressed to U.S. Army Corps of Engineers, Norfolk District, Operations Branch, Survey Section, CENAO-EN-CS, 803 Front Street, Norfolk, Virginia 23510-1096. Point of contact concerning this request is Chief, Survey Section, telephone (757) 441-7665, or FAX (757) 441-7664. The Contractor shall be responsible for using this information to dredge within the areas and prisms as shown, and to deposit the dredged material at the locations indicated. The Contractor shall



establish and maintain at his own expense all markings of the dredging and placement areas and shall remove same upon completion of the work. The contract completion time will not be extended due to failure of the Contractor to adequately establish and maintain his markings of the work areas.

#### 1.8.1.1 Electronic Survey and Positioning Systems

When the Contractor utilizes electronic survey and positioning systems to perform dredging and dredge material placement operations, all work accomplished with the use of the systems shall be reviewed and certified as accurate by the Contractor's Quality Control Manager. This signed certification shall be submitted as a part of the Daily Report of Operations in accordance with the requirements of SECTION 01440 to assure that all work performed with the use of the equipment and systems meets contract requirements.

#### 1.8.2 Before Dredging Survey

The Contractor shall give the Contracting Officer written notice at least 14 calendar days prior to arrival of the dredge plant at the first work area or acceptance section, and shall furnish written notice at least 14 work days in advance of need for subsequent before dredging surveys. It is understood that the surveys made in response to notice by the Contractor will constitute the before dredging survey and that any subsequent surveys occasioned through Contractor delays will be charged against the Contractor at a rate of \$2,700 per day. The Contracting Officer will not be responsible for any delays in the commencement of work caused by incomplete surveys if the Contractor fails to provide adequate advance written notice as specified.

#### 1.8.3 Datum and Bench Marks

The plane of reference mean lower low water (MLLW) as established by National Ocean Service (NOS), will be used on the drawings and in these specifications and was established by the following bench mark:

BENCH MARK: 3777 D, 1988  
ELEVATION: 5.07 feet above MLLW (NOS)

The bench mark is located in the Town of Saxis in Accomack County, Virginia. To locate the bench mark from the intersection of State Roads 695 and 817, proceed 21.0 feet East of the centerline of Harbor Road, and 11.8 feet Southeast of a stop sign at the intersection. The bench mark is situated below the

ground, crimped to a stainless steel rod driven 36 feet to refusal, encased in a 4 inch PVC pipe, and stamped "3777 D, 1988".

#### 1.8.4 Use of Coast Guard Navigation Aid Structures

The Commander, Fifth Coast Guard District, has authorized the Norfolk District, Corps of Engineers, and its Contractors to use fixed Federal aids to navigation structures, established and maintained by the U. S. Coast Guard, for support of temporary dredging tide gauges when performing Federal dredging operations. If a Contractor chooses to use navigation aid structures for this purpose, he shall abide by the following requirements:

a. The Contractor shall advise the Commander, Fifth Coast Guard District, Aids to Navigation Branch, Federal Building, 431 Crawford Street, Portsmouth, Virginia 23704, in writing, of his intention to attach tide gauges to navigation aid and structures, prior to commencing a dredging project. This notice shall include the name of each aid to navigation to which tide gauges are to be attached, and the anticipated dates the gauges will be attached and removed. A copy of this notice shall be furnished at this time to the Contracting Officer.

b. The Contractor shall be required to remove any temporary tide gauges immediately upon completion of dredging operations and demobilization of dredging plant. The Contractor shall at his expense repair or replace any aids that he has damaged or destroyed as a result of the Contractor's use of such aids.

c. This provision refers only to Federal aids to navigation structures and does not authorize the Contractor to utilize aids that are not established and maintained by the U. S. Coast Guard. This provision also does not authorize the Contractor to utilize Federal navigation aid structures for any purposes other than the support of temporary tide gauges.

#### 1.9 ACCOMMODATIONS AND MEALS FOR CONSTRUCTION REPRESENTATIVES

##### 1.9.1 Accommodations

(a) Work Space - The Contractor shall furnish regularly to Government construction representatives on board the dredge a suitable working and storage space, equipped and maintained to the satisfaction of the Contracting Officer or his representative. As a minimum the facilities shall include a desk with chair for plan study, and a file drawer, approximately

15" by 24", capable of being locked with a padlock. The working space need not be a separate room, but shall be properly lighted, ventilated, and heated.

(b) Cellular Telephone and FAX Machine - The Contractor shall provide a cellular phone and FAX machine aboard the dredge which shall be made available for official use by the Government Inspectors on a 24-hour a day basis to exclusively conduct Government business and emergency calls.

#### 1.9.2 Subsistence

If the Contractor maintains on this work an establishment for the subsistence of his own employees, he shall, when required, furnish to inspectors employed on the work, and to all Government agents who may visit the work on official business, meals of a quality satisfactory to the Contracting Officer. The meals furnished will be paid for by the Government at a rate of \$3.50 per person for each meal.

#### 1.9.3 Costs

The entire cost to the Contractor for furnishing, equipping, and maintaining the foregoing accommodations shall be included in the contract price. If the Contractor fails to meet these requirements, the facilities referred to above will be secured by the Contracting Officer, and the cost thereof will be deducted from payments due to the Contractor.

### 1.10 INSPECTION

#### 1.10.1 General

The presence of the construction representative shall not relieve the Contractor of responsibility for the proper execution of the work in accordance with the specifications. The Contractor will be required:

a. To furnish, on the request of the Contracting Officer or any construction representative, the use of such boats, boatmen, laborers, and material forming a part of the ordinary and usual equipment and crew of the dredging plant as may be reasonably necessary in inspecting and supervising the work. However, the Contractor will not be required to furnish such facilities for the surveys, prescribed in paragraph entitled "FINAL EXAMINATION AND ACCEPTANCE" of this Section.

b. To furnish, on the request of the Contracting Officer or

any construction representative, suitable transportation from all points on shore designated by the Contracting Officer to and from the various pieces of plant, and to and from the dumping grounds. Should the Contractor refuse, neglect, or delay compliance with these requirements, the specific facilities may be furnished and maintained by the Contracting Officer, and any resultant cost incurred by the government will be deducted from any amounts due or to become due the Contractor.

#### 1.10.2 Hours of Work

The Contractor will be allowed to perform work 24 hours per day, seven days per week, including holidays, for the entire performance period, unless otherwise directed by the Contracting Officer. Precautions for night work shall be coordinated with the Job Hazard Analysis. Adequate lighting in compliance with all OSHA Regulations and Coast Guard Regulations for thorough inspection of night operations and public safety shall be provided by the Contractor at his expense.

#### 1.11 CONTINUITY OF WORK

Payment will not be made for work done in any area designated by the Contracting Officer until the full depth required under the contract is secured in the whole of such areas, nor will payment be made for excavation in any area not adjacent to and in prolongation of areas where full depth has been secured except by decision of the Contracting Officer. Should any such nonadjacent area be excavated to full depth during the operations carried on under the contract, payment for all work therein may be deferred until the required depth has been made in the area intervening. The Contractor may be required to suspend dredging at any time when for any reason the gages or ranges cannot be seen or properly followed.

#### 1.12 SHOALING

##### 1.12.1 Shoaling Prior to Dredging

The drawings and quantity estimates are based on the condition of the channel and turning basin at the time of the most recent surveys; however, the actual quantities to be dredged will be computed from surveys made immediately before dredging. Any shoaling that has developed, subsequent to the surveys indicated on the drawings and contiguous to the areas indicated to be dredged under this contract, shall be removed by the Contractor at the contract unit price for dredging, including any applicable unit price adjustments if so directed by the

Contracting Officer. Any such shoaling within contiguous areas will be included as part of the required dredging prism for the purposes of CONTRACT CLAUSE "VARIATION IN ESTIMATED QUANTITIES".

#### 1.12.2 Shoaling Subsequent to Dredging

If, before the contract is completed, shoaling occurs in any section previously accepted, including shoaling in the finished basin, because of the natural lowering of the side slopes, redredging at contract price, including any applicable unit price adjustments, within the limit of available funds, may be done if agreeable to both the Contractor and the Contracting Officer.

#### 1.13 FINAL EXAMINATION AND ACCEPTANCE

As soon as practicable after the completion of the entire work or any portion of the work which in the opinion of the Contracting Officer will not be subject to damage by further operations under the contract, such work will be thoroughly examined at the cost and expense of the Government by sounding, as determined by the Contracting Officer. Should any shoals, lumps, or other lack of contract depth be disclosed by this examination, the Contractor will be required to remove same by dragging the bottom or by dredging at the contract rate for dredging, but if the bottom is soft and the shoal areas are small and form no material obstruction to navigation, the removal of such shoal may be waived at the discretion of the Contracting Officer. The Contractor shall provide notice in writing at least 14 calendar days in advance of the completion of dredging of each acceptance section to insure prompt performance of the after dredging acceptance surveys. If the Contractor fails to provide this written notice as specified, the Contracting Officer will not be responsible for any delays caused by incomplete surveys. The Contractor will be notified when soundings are to be made, and may accompany the survey party. When the area is found to be in satisfactory condition, it will be accepted. Should more than two sounding operations by the Government over an area be necessary by reason of work for the removal of shoals disclosed at a prior sounding, the cost of such third and any subsequent sounding operations will be charged against the Contractor at the rate of \$2,700 per day for each day in which the Government Plant is engaged in sounding or is enroute to or from the site or held at or near the said site for such operations. Final acceptance of the whole or a part of the work and the deductions or corrections of deductions made thereon will not be reopened after having once been made, except on evidence of collusion, fraud, or obvious

error, and the acceptance of a completed section shall not change the time of payment of the retained percentages of the whole or any part of the work.

#### 1.14 SIGNAL LIGHTS

The Contractor shall display signal lights and conduct his operations in accordance with the General Regulations of the Department of the Army and of the Coast Guard governing lights and day signals to be displayed by towing vessels with tows on which no signals can be displayed, vessels working on wrecks, dredges, and vessels engaged in laying cables or pipe or in submarine or bank protection operations, lights to be displayed on dredge pipe lines, and day signals to be displayed by vessels of more than 65-feet in length moored or anchored in a fairway or channel, and the passing by other vessels of floating plant working in navigable channels, as approved by the Secretary of the Army and the Commandant, U. S. Coast Guard.

#### 1.15 SAFETY AND ACCIDENT PREVENTION

##### 1.15.1 Safety Plan

The contractor shall not commence work at a job-site prior to the Government's review of an acceptable contractor accident prevention plan per the US Army Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1) and discussion of the accident prevention plan at a prework meeting. Allow five days for Government review of the accident prevention plan.

##### 1.15.2 Conflicts

The Contractor shall comply with Occupational Safety and Health Act (OSHA) Standards, Coast Guard, as well as the Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1). When a conflict exists between Corps of Engineers Safety and Health Requirements Manual, nationally recognized consensus standards, or the contract plans and specifications, the most stringent requirements as determined by the Contracting Officer will govern.

##### 1.15.3 Corps of Engineers Standards

Corps of Engineers Manual EM 385-1-1, 1996 edition, is hereby supplemented or revised as follows.

##### 1.15.3.1 Activity Hazard Analysis

Based on the construction schedule, the Contractor shall submit an activity hazard analysis of each major phase of work prior to entering that phase of activity. The analysis shall include major or minor hazards, as well as commonly recurring deficiencies that might possibly be encountered for that operation, and shall identify proposed methods and techniques of accomplishing each phase in a safe manner. The analysis shall be signed by the Project Superintendent and the Corps of Engineers Project Inspector. A copy of the analysis shall be kept on the job site and reviewed with employees during orientation and during weekly safety meetings.

#### 1.15.3.2 Means of Escape for Personnel Quartered, or Working on Floating Plant

Two means of escape shall be provided for assembly, sleeping, and messing areas on floating plant. For areas involving 10 or more persons, both means of egress shall be through standard size doors opening to different exit routes. Where nine or fewer persons are involved, one of the means of escape may be a window (minimum dimensions 24 inches by 36 inches) which leads to a different exit route.

#### 1.15.3.3 Emergency Alarms and Signals.

(a) Emergency Alarms - Alarms shall be installed and maintained on all floating plant requiring a crew where it is possible for either a passenger or crewman to be out of sight or hearing from any other person. The alarm system shall be operated from the primary electrical system with standby batteries on trickle charge that will automatically furnish the required energy during an electrical-system failure. A sufficient number of signaling devices shall be placed on each deck so that the sound can be heard distinctly at any point above the usual background noise. All signaling devices shall be so interconnected that actuation can occur from at least one strategic point on each deck.

(b) Fire Alarm Signals - The general fire alarm signal shall be in accordance with Coast Guard Rules and Regulations for Cargo and Miscellaneous Vessels.

(c) Abandon Ship Signals - The signal for abandon ship shall be in accordance with the reference cited in (b) above.

(d) Man-Overboard Signal - Hail and pass the word to the bridge. All personnel and vessels capable of rendering assistance shall respond.

#### 1.15.3.4 Hurricane Plan

A detailed plan for protection and evacuation of personnel and plant in the event of an impending hurricane or storm, shall be submitted for approval as a part of the Contractor's Accident Prevention Program. The plan shall include as a minimum:

(a) The time each phase of the plan will be put in effect. The time shall be the number of hours remaining for the storm to reach the worksite if it continues at the predicted speed and direction.

(b) The safe harbor for personnel and plant specifically identified.

(c) The name of the boat which will be used to move the plant, its type, capacity, speed, and availability.

(d) The estimated time necessary to move the plant to the safe harbor after movement is started.

#### 1.15.3.5 Equipment and Machinery Operator Authorization

The Contractor shall submit a list of designated personnel qualified and authorized to operate machinery and equipment. The list shall be maintained at the job site in a current status at all times.

#### 1.15.3.6 Head Protection (Hard Hat)

The entire work site under this contract is designated as a hard hat area. The Contractor shall post the area in accordance with the requirements of EM 385-1-1, and shall insure that all prime and subcontractor personnel, vendors and visitors utilize hard hats while within the project area.

#### 1.15.3.7 Attendance at Safety Meetings

In order to allow for maximum attendance at weekly tool box (Safety) meetings, and monthly supervisor meetings by Corps of Engineers personnel, Contractors shall notify the Contracting Officer 5 calendar days prior to the start of work, of the time and location of all such scheduled meetings. The contractor shall keep minutes and provide copies to all parties attending.

#### 1.15.4 Hydraulic Dredge, Pipelines, and Attendant Plant



#### 1.15.4.1 Equipment and Machines

All operable equipment and machines, shall be checked for:

(a) Manufacturer's safety instructions, permanent-mounted and easily read.

(b) Guard Rails and life-lines at overboard access areas, as applicable.

(c) Cover exposed moving parts with safety-guards to prevent someone from accidentally stepping or falling on them.

#### 1.15.5 Front End Loader - Backhoe Machines

##### 1.15.5.1 Checks

All front end loader-backhoe machines and other machines, such as tractors that utilize a backhoe attachment, shall be checked for:

(a) Exposed backhoe boom swing foot pedals.

(b) Backhoe boom swing lever which can be reached by a man standing on the ground or on the outrigger support bracket.

##### 1.15.5.2 Controls

Where these conditions exist, guards shall be fabricated to:

(a) Cover over exposed foot pedals to prevent someone from accidentally stepping on them.

(b) Inclose the swing lever so as to preclude operation from the ground or from the outrigger support bracket.

#### 1.15.6 Crawler-, Truck-, and Wheel-Mounted Cranes

(a) When a crane is performing duty cycle work (such as clamshell, dragline, grapple, or pile driving) it does not require anti-two block equipment. If the crane is required to make a non-duty cycle lift (for example, to lift a piece of equipment, a tool box, or supplies), it will be exempt from the anti-two block equipment requirements if the following procedures are implemented:

(1) an international orange warning device (warning flag, warning tape, or warning ball) is properly secured to the hoist

line at a distance of 8 to 10 feet above the hoist rigging;

(2) the signalperson (or an individual designated as the signalperson) acts as a spotter to alert the crane operator with a "STOP" signal when the warning device approaches the boom tip and the crane operator ceases hoisting functions when alerted of this; and

(3) while the non-duty cycle lift is underway, the signal person shall not stand under the load, shall have no duties other than signalperson, and shall comply with the signaling requirements of EM 385-1-1;

(b) Anti-two block devices are always required when hoisting personnel by crane or derrick.

#### 1.16 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE

##### 1.16.1 Costs

Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a Contractor or subcontractor at any tier shall be based on actual cost data when the Government can determine both ownership and operating costs for each piece of equipment or equipment groups of similar serial and series from the Contractor's accounting records. When both ownership and operating costs cannot be determined from the Contractor's accounting records, equipment costs shall be based upon the applicable provisions of EP 1110-1-8, "Construction Equipment Ownership and Operating Expense Schedule", Region II. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the Contracting Officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retrospective pricing, the schedule in effect at the time the work was performed shall apply.

##### 1.16.2 Rentals

Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36 substantiated by certified copies of paid invoices. Rates for equipment rented from an organization under common control, lease-purchase or sale-leaseback arrangements will be determined using the

schedule except that rental costs leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees are allowable. Costs for major repairs and overhaul are unallowable.

#### 1.16.3 Data

When actual equipment costs are proposed and the total amount of the pricing action is over \$25,000, cost or pricing data shall be submitted on the Standard Form 1411, "Contract Pricing Proposal Cover Sheet". By submitting cost or pricing data, the Contractor grants to the Contracting Officer or an authorizing representative the right to examine those books, records, documents and other supporting data that will permit evaluation of the proposed equipment costs. After price agreement the Contractor shall certify that the equipment costs or pricing data submitted are accurate, complete and current.

### 17. BRIDGE-TO-BRIDGE RADIO COMMUNICATION

In order that radio communication may be made with passing vessels, all dredges engaged in work under this contract shall be equipped with bridge-to-bridge radio telephone equipment. The radio telephone equipment shall operate on a single channel very high frequency (VHF), FM, on a frequency of 156.65 megahertz per second with low power output having a communication range of approximately ten miles. The frequency has been approved by the Federal Communications Commission.

#### 1.17.1 Radio

The Contractor shall provide the Government construction representative a portable radio capable of communicating with the dredge for the duration of work under this contract. The Contractor shall maintain the radio as required.

### 1.18 NOTIFICATION OF COAST GUARD

Prior to commencement of work on this contract, the Contractor shall notify the Commander, Fifth Coast Guard District of his intended operations to dredge and request that it be published in the Local Notice to Mariners. This notification must be given in sufficient time so that it appears in the Notice to Mariners at least 5 work days prior to the commencement of this dredging operation.

#### 1.18.1 Local Notice To Mariners

The Local Notice To Mariners (LNM) for the Fifth Coast Guard District is available on the Internet at: <http://www.navcen.uscg.mil/lnm/d5/default.htm>. The phone number is (757) 398-6367 and e-mail is: [ntm/d5oan@internet.uscg.mil](mailto:ntm/d5oan@internet.uscg.mil). The LNM is the primary means for disseminating information concerning aids to navigation, hazards to navigation, and other items of marine information of interest to mariners on the waters of the United States, its territories, and possessions. These notices are essential to all navigators for the purpose of keeping their charts, light lists, Coast Pilots and other nautical publications up-to-date. These notices are published weekly. They may be obtained free of charge, by making application to the Fifth Coast Guard District, Federal Building, 431 Crawford Street, Portsmouth, Virginia 23704. If the Contractor encounters any objects on the channel bottom during dredging operations or transport of his plant which could be a hazard to navigation, he shall notify the Coast Guard immediately as to location and at the same time notify the Contracting Officer.

#### 1.18.2 Navigation Aids

The Contractor shall not relocate or move any aids to navigation that have been established by the U.S. Coast Guard. If it becomes necessary to have any aid to navigation moved in order to complete dredging operations under this contract, the Contractor shall notify the U.S. Coast Guard in writing at the address above with a copy to the Contracting Officer not less than 15 calendar days prior to such need for movement. The Contractor shall notify the U.S. Coast Guard of the approximate time the navigation aid may be relocated to its original position. In the event that the Contractor disturbs or damages any navigation aid during work operations, which includes during mobilization or demobilization of his plant, the Contractor shall immediately stop the activity which disturbed or damaged the navigation aid, take immediate corrective action to prevent further disturbances or damage, and shall notify the Coast Guard immediately as to location, and at the same time notify the Contracting Officer.

#### 1.19 ENVIRONMENTAL LITIGATION

##### 1.19.1 Litigation

If the performance of all or any part of the work is suspended, delayed, or interrupted due to an order of a court of competent jurisdiction as a result of environmental litigation, as defined

below, the Contracting Officer, at the request of the Contractor, shall determine whether the order is due in any part to the acts or omissions of the Contractor or a subcontractor at any tier not required by the terms of this contract. If it is determined that the order is not due in any part to acts or omissions of the Contractor or a subcontractor at any tier other than as required by the terms of this contract, such suspension, delay, or interruption shall be considered as if ordered by the Contracting Officer in the administration of this contract under the terms of the "Suspension of Work" clause of this contract. The period of such suspension, delay, or interruption shall be considered unreasonable, and an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) as provided in that clause, subject to all the provisions thereof. The term "environmental litigation", means a lawsuit alleging that the work will have an adverse effect on the environment or that the Government has not duly considered, either substantively or procedurally, the effect of the work on the environment.

#### 1.20 HISTORICAL AND ARCHAEOLOGICAL FINDS

Federal legislation provides for the protection, preservation, and collection of scientific, prehistorical, historical, and archaeological data, including relics and specimens which might otherwise be lost as a result of any Federal construction project. Should the Contractor, or any of the Contractor's employees, or parties operating or associated with the Contractor, in the performance of this contract discover evidence of possible scientific, prehistorical, historical, or archaeological data, the Contractor shall immediately cease work at that location, and notify the Contracting Officer, giving the location and nature of the findings. The Contractor shall forward written confirmation to the Contracting Officer as directed. The Contractor shall exercise care so as not to disturb or damage shipwrecks, artifacts or fossils uncovered during excavation, dredging and material placement operations, and shall provide such cooperation and assistance as may be necessary to preserve the findings for removal or other disposition. Any person who, without written permission, injures, destroys, excavates, appropriates, moves or removes any historical or prehistorical artifact, object of antiquity, or archaeological resource is subject to arrest and penalty of law. Where appropriate by reason of discovery, the Contracting Officer may order delays in the time of performance or changes in the work, or both. If such delays or changes are ordered, an equitable adjustment will be made in accordance with the applicable clauses of the contract.

#### 1.21 SCHEDULING AND DETERMINATION OF PROGRESS

In accordance with the Contract Clauses, the Contractor shall submit for approval a practicable Progress Schedule at the Pre-Construction Conference specified in SECTION 01200. The Progress Schedule shall be prepared and certified as complete by the Contractor's Quality Control Representative in the form of a chart graphically indicating the sequence proposed to accomplish each work feature or operation. The chart shall be prepared to show the starting and completion dates of all work features on a linear horizontal time scale beginning with date of Notice to Proceed, arrival date of Contractor's plant to the job site, all activities scheduled prior to dredging, dredging start and completion dates, and calendar days to completion of all work. Each activity in the construction shall be represented by an arrow. The head to tail arrangement of arrows shall flow from left to right and shall show the order and interdependence of activities and the sequence in which the work is to be accomplished as planned by the Contractor. Each arrow representing an activity shall be annotated to show the activity description and duration. Contractor shall indicate on the chart the important work features or operations that are critical to the timely overall completion of the project. Key dates for such important work features and portions of work features are milestone dates and shall be so indicated on the chart. This schedule will be the medium through which the timeliness of the Contractor's construction efforts is appraised. When changes are authorized that result in contract time extensions, Contractor shall submit a modified chart for approval by the Contracting Officer. The Contract Clause entitled "SCHEDULE FOR CONSTRUCTION CONTRACTS" with reference to overtime and extra shifts, may be invoked when the Contractor fails to start or complete work features or portions of same by the time indicated by the milestone dates of the approved progress chart, or when it is apparent to the Contracting Officer from the Contractor's actual progress that these dates will not be met. Neither on this chart nor on the periodic chart which the Contractor is required to prepare and submit, as described in "SCHEDULE FOR CONSTRUCTION CONTRACTS" of the Contract Clauses, shall the actual progress to be entered include or reflect any materials which may be on the site, but are not yet installed or incorporated in the work. For payment purposes only, an allowance will be made by the Contracting Officer of 100 percent of the invoiced cost of materials or equipment delivered to the site but not incorporated into the construction, pursuant to Contract Clause "PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS". The Contractor's progress

schedule shall include a chart of the scheduled work activities plotting scheduled completion percentage based on dollar value on one axis and time on the other axis. The actual progress shall be plotted on the required periodic chart submittals to indicate the percentage of work scheduled and actually completed.

#### 1.22 WORK IN QUARANTINED AREA

The work called for by this contract involves activities in counties quarantined by the Department of Agriculture to prevent the spread of certain plant pests that may be present in the soil. The Contractor agrees that all construction equipment and tools to be moved from such counties shall be thoroughly cleaned of all soil residues at the construction site with water under pressure and that hand tools shall be thoroughly cleaned by brushing or other means to remove all soil. In addition, if this contract involves the identification, shipping, storage, testing, or disposal of soils from such a quarantined area, the Contractor agrees to comply with the provisions of ER 1110-1-5 and attachments, a copy of which will be made available by the Contracting Officer upon request. The Contractor agrees to assure compliance with this obligation by all subcontractors.

#### 1.23 PROFIT

##### 1.23.1 Weighted Guidelines

Weighted guidelines method of determining profit shall be used on any equitable adjustment change order or modification issued under this contract. The profit factors, expressed as a percent, shall be as follows:

<u>Factor</u>	<u>Rate</u>	<u>Weight</u>	<u>Value</u>
Degree of Risk	20		
Relative difficulty of work	15		
Size of Job	15		
Period of performance	15		
Contractor's investment	5		
Assistance by Government	5		
Subcontracting	<u>25</u>		
	100		

##### 1.23.2 Values

Based on the circumstances of each procurement action, each of the above factors shall be weighted from .03 to .12 as indicated

below. The value shall be obtained by multiplying the rate by the weight. The value column when totaled indicates the fair and reasonable profit percentage under the circumstances of the particular procurement.

#### 1.23.2.1 Degree of Risk

Where the work involves no risk or the degree of risk is very small, the weighting should be .03; as the degree of risk increases, the weighting should be increased up to a maximum of .12. Lump sum items will have, generally, a higher weighted value than the unit price items for which quantities are provided. Other things to consider: the portion of the work to be done by subcontractors, nature of work, where work is to be performed, reasonableness of negotiated costs, amount of labor included in costs, and whether the negotiation is before or after performance of work.

#### 1.23.2.2 Relative Difficulty of Work

If the work is most difficult and complex, the weighting should be .12 and should be proportionately reduced to .03 on the simplest of jobs. This factor is tied in to some extent with the degree of risk. Some things to consider: the nature of the work, by whom it is to be done, where, and what is the time schedule.

#### 1.23.2.3 Size of Job

All work not in excess of \$100,000 shall be weighted at .12. Work estimated between \$100,000 and \$5,000,000 shall be proportionately weighted from .12 to .05.

#### 1.23.2.4 Periods of Performance

Jobs in excess of 24 months are to be weighted at .12. Jobs of lesser duration are to be proportionately weighted to a minimum of .03 for jobs not to exceed 30 days. No weight where additional time not required.

#### 1.23.2.5 Contractor's Investment

To be weighted from .03 to .12 on the basis of below average, average, and above average. Things to consider: amount of subcontracting, mobilization payment item, Government furnished property, equipment and facilities, and expediting assistance.

#### 1.23.2.6 Assistance by Government



To be weighted from .12 to .03 on the basis of average to above average. Things to consider: use of Government owned property, equipment and facilities, and expediting assistance.

#### 1.23.2.7 Subcontracting

To be weighted inversely proportional to the amount of subcontracting. Where 80 percent or more of the work is to be subcontracted, the weighting is to be .03 and such weighting proportionately increased to .12 where all the work is performed by the Contractor's own forces.

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

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## SECTION 01130

### ENVIRONMENTAL PROTECTION

10/00

#### **PART 1 GENERAL**

##### 1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

##### CODE OF FEDERAL REGULATIONS (CFR)

40 CFR 261 Identification and listing of Hazardous Waste

##### ENGINEERING MANUALS (EM)

EM 385-1-1 (1996) U.S. Army Corps of Engineers Safety and Health Requirements Manual

##### 1.2 DEFINITIONS

Environmental pollution and damage is defined as the presence of chemical, physical, or biological elements or agents that adversely affect human health or welfare; unfavorably alter ecological balances of plant or animal communities; or degrade the environment from an aesthetic, cultural or historic perspective. Environmental protection is the prevention/control of pollution and habitat disruption that may occur during construction. The control of environmental pollution and damage requires consideration of air, water, land, biological and cultural resources; includes management of visual aesthetics; noise; solid, chemical, gaseous, and liquid waste; radiant energy and radioactive materials; and other pollutants.

##### 1.3 ENVIRONMENTAL PROTECTION REQUIREMENTS

The Contractor shall comply with all applicable Federal, State, and local laws and regulations. The Contractor shall provide environmental protective measures and procedures to prevent and control pollution, limit habitat disruption, and correct environmental damage that occurs during construction.

##### 1.3.1 Protection of Features

This section supplements the Contract Clause PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS. The Contractor shall prepare a list of features requiring protection under the provisions of the contract clause which are not specifically identified on the drawings or otherwise specified as environmental features requiring protection. The Contractor shall protect those environmental features as indicated and specified, in spite of interference which their preservation may cause to the Contractor's work under the contract.

#### 1.3.2 Special Environmental Requirements (Permits)

This section supplements the Contractor's responsibility under the contract clause "PERMITS AND RESPONSIBILITIES" to the extent that the Government has already obtained environmental permits for the required dredging and dredged material placement. These special environmental requirements are an outgrowth of environmental commitments made by the Government during the project development. The Contractor shall comply with these special environmental requirements (permits) which are available for review at the U.S. Army Corps of Engineers, Norfolk District, Waterways and Ports Branch, 803 Front Street, Norfolk, Virginia 23510-1096. Point of contact concerning review of these permits is Chief, Technical Support Section, telephone (757) 441-7130, or FAX (757) 441-7664.

#### 1.4 ENVIRONMENTAL PROTECTION PLAN

As a part of the Contractor's Work Plan, the Contractor shall submit an Environmental Protection Plan for review and acceptance by the Contracting Officer. This Environmental Protection Plan shall consist of a written narrative, as well as any supplemental drawings, documents, and photographs required to verify that the Contractor's work will be in accordance with all laws and regulations governing the work as indicated and specified. The Contractor shall submit this plan and all supplementary data for approval at the Preconstruction conference noted in SECTION 01200. The Contractor will be informed in writing of any revisions as may be required by the Contracting Officer and submit a final plan for final approval not later than 5 calendar days prior to start of scheduled construction activities. Acceptance is conditional and is predicated upon satisfactory performance during construction. The Government reserves the right to require the Contractor to make changes in the Environmental Protection Plan or operations

if the Contracting Officer determines that environmental protection requirements are not being met. The plan shall detail the actions which the Contractor shall take to comply with all applicable Federal, State, and local laws and regulations concerning environmental protection and pollution control and abatement, as well as the additional specific requirements of this contract. No physical work at the site shall begin prior to acceptance by the Contracting Officer of the Contractor's plan covering the work to be performed. The environmental protection plan shall comply with the requirements of EM 385-1-1 and include, but not be limited to, the following:

#### 1.4.1 List of State and Local Laws and Regulations

The Contractor shall provide, as part of the Environmental Protection Plan, a list of all State and local environmental laws and regulations which apply to the construction operations under the Contract.

#### 1.4.2 Spill Control Plan

The Contractor shall include as part of the environmental protection plan, a Spill Control Plan. The plan shall include the procedures, instructions, and reports to be used in the event of an unforeseen spill of a substance regulated by the Emergency Response and Community Right-to-Know Act or regulated under State or local laws or regulations. The Spill Control Plan supplements the requirements of EM 385-1-1. This plan shall include as a minimum:

- a. The name of the individual who shall be responsible for implementing and supervising the containment and cleanup.
- b. Training requirements for Contractor's personnel and methods of accomplishing the training.
- c. A list of materials and equipment to be immediately available at the job site, tailored to cleanup work of the potential hazard(s) identified.
- d. The names and locations of suppliers of containment materials and locations of additional fuel oil recovery, cleanup, restoration, and material-placement equipment available in case of an unforeseen spill emergency.
- e. The methods and procedures to be used for expeditious contaminant cleanup.

f. The name of the individual who shall report any spills or hazardous substance releases and who shall follow up with complete documentation. This individual shall immediately notify the Contracting Officer in addition to the legally required Federal, State, and local reporting channels (including the National Response Center at 1-800-424-8802 and the DEQ Tidewater Regional Office at (757)518-2077) if a reportable quantity spill occurs. The plan shall contain a list of the required reporting channels and telephone numbers.

#### 1.4.3 Recycling and Waste Minimization Plan

The Contractor shall submit a Recycling and Waste Minimization Plan as a part of the Environmental Protection Plan. The plan shall detail the Contractor's actions to comply with the following recycling and waste minimization requirements:

a. The Contractor shall participate in State and local government sponsored recycling programs to reduce the volume of solid waste materials at the source.

#### 1.4.4 Contaminant Prevention Plan

As a part of the Environmental Protection Plan, the Contractor shall prepare a contaminant prevention statement identifying potentially hazardous substances to be used on the job site and intended actions to prevent accidental or intentional introduction of such materials into the air, water, or ground. The Contractor shall detail provisions to be taken to meet Federal, State, and local laws and regulations regarding the storage and handling of these materials.

#### 1.4.5 Environmental Monitoring

The Contractor shall include in the plan, as coordinated with the Job Hazard Analysis and required in the specifications, the details of environmental monitoring requirements and a description of how this monitoring will be accomplished under the laws and regulations governing the work.

#### 1.4.6 Preconstruction Survey

The Contractor shall perform a survey of the project site with the Contracting Officer and take photographs showing existing environmental conditions in and adjacent to the site. The results of this survey shall be prepared by the contractor and

copies included in the plan.

**PART 2 PRODUCTS (Not Applicable)**

**PART 3 EXECUTION**

**3.1 SPECIAL ENVIRONMENTAL PROTECTION REQUIREMENTS**

**3.1.1 Wetlands, Oyster Grounds and Marsh Protection**

Use of marine plant and placement of pipelines, including the associated use of ropes, cables, or guys over wetlands, oyster grounds and in marsh areas, shall be scheduled at the maximum extent practicable at high tide. The fastening of anchors and movement of pipelines over marsh and wetlands areas shall be kept to the minimum necessary to accomplish the work. Unless specifically authorized by the Contracting Officer, no construction equipment or materials shall be placed on or moved over wetlands or marsh areas on a low tide. Any damage to existing wetlands or marsh areas shall be repaired to original condition at no additional expense to the government.

**3.1.2 U.S. Department of Agriculture (USDA) Quarantined Considerations**

The Contractor shall thoroughly clean all construction equipment at the prior job site in a manner that ensures all residual soil is removed and that egg deposits from plant pests are not present. The Contractor shall consult with the USDA Plant Protection and Quarantine (USDA - PPQ) jurisdictional office for additional cleaning requirements that may be necessary.

**3.1.3 Disposal of Solid Wastes**

Solid waste is rubbish, debris, waste materials, garbage, and other discarded solid materials. Solid waste shall be placed in containers and disposed on a regular schedule. All handling and disposal shall be conducted in such a way as to prevent spillage and contamination. The Contractor shall transport all solid waste and dispose in compliance with Federal, State, and local requirements.

**3.1.4 Disposal of Contractor-Generated Hazardous Wastes**

Hazardous wastes are hazardous substances as defined in 40 CFR 261, or as defined by applicable State and local regulations. Hazardous waste generated by construction

activities shall be removed from the work area and be disposed in compliance with Federal, State, and local requirements. The Contractor shall segregate hazardous waste from other materials and wastes, and shall protect it from the weather by placing it in a safe covered location; precautionary measures against accidental spillage such as berming or other appropriate measures shall be taken. Hazardous waste shall be removed from Government property within 60 days. Hazardous waste shall not be dumped onto the ground, into storm sewers or open water courses, or into the sanitary sewer system.

#### 3.1.5 Fuels and Lubricants

Fueling and lubrication of equipment and motor vehicles shall be conducted in a manner that affords the maximum protection against spills and evaporation. Lubricants and waste oil to be discarded shall be stored in marked corrosion-resistant containers and recycled or disposed in accordance with Federal, State, and local laws and regulations.

### 3.2 PROTECTION OF WATER RESOURCES

The Contractor shall keep construction activities under surveillance, management, and control to avoid pollution of surface and ground waters.

#### 3.2.1 Monitoring of Water Areas Affected by Construction Activities

The Contractor shall perform monitoring, inspections, sampling and testing, reporting, and record keeping as indicated and specified.

### 3.3 INSPECTION

If the Contracting Officer notifies the Contractor in writing of any observed noncompliance with contract requirements or Federal, State, or local laws and regulations, the Contractor shall inform the Contracting Officer of proposed corrective action and immediately take such action to correct the noncompliance. If the Contractor fails to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action is taken. No time extensions will be granted or costs or damages allowed to the Contractor for any such suspension.

### 3.4 MAINTENANCE OF POLLUTION CONTROL FACILITIES

The Contractor shall maintain all constructed pollution control facilities and portable pollution control devices for the duration of the Contract or for the length of time construction activities create the particular pollutant.

### 3.5 TRAINING OF CONTRACTOR PERSONNEL

Contractor personnel shall be trained in environmental protection and pollution control. The Contractor shall conduct environmental protection/pollution control meetings for all Contractor personnel as a part of the weekly toolbox meetings. The training and meeting agenda shall include methods of detecting and avoiding pollution, familiarization with pollution standards, both statutory and contractual, installation and care of facilities, and instruments required for monitoring purposes to ensure adequate and continuous environmental protection/pollution control. Anticipated hazardous or toxic chemicals or wastes, and other regulated contaminants, shall also be discussed. Other items to be discussed shall include recognition and protection of archaeological sites and artifacts, wildlife and waterfowl habitats, and construction material placement operations.

### 3.6 PROTECTION OF WILDLIFE AND VEGETATION

Certain native species in the Commonwealth of Virginia are Federally listed as threatened or endangered plant or animal species. If, in the performance of this contract, evidence of the possible disturbance to any such listed species may occur, the Contractor shall notify the Contracting Officer immediately, giving the location and nature of the findings. The Contractor is informed that the Eastern Shore of Virginia is a native habitat for eagles, hawks, egrets, herons, pelicans, terns, and other wildlife that are identified as either endangered species protected by federal law or species of special concern for Commonwealth of Virginia agencies. All work to be performed on this contract shall be in a manner to not disturb the nesting or foraging activities of these birds in any way. In the event the Contractor's work activities encroach upon these bird species, the Contractor shall cease all such activity and the Contracting Officer shall be notified immediately, and shall provide such cooperation and assistance as may be necessary to preserve and protect the species. Where appropriate by reason of discovery, the Contracting Officer may order delays in the time of performance or changes in the work, or both. If such delays or changes are ordered, an equitable adjustment will be made in the



contract in accordance with the applicable clauses of the contract.

-- End of Section --

## SECTION 01200

### PROJECT MEETINGS

10/00

#### **PART 1 GENERAL**

##### 1.1 PRECONSTRUCTION CONFERENCE

###### 1.1.1 Notification

An authorized representative of the Contracting Officer will schedule and conduct a preconstruction conference in conjunction with the Quality Control Coordination Meeting within ten calendar days of the anticipated start of construction. The Contractor is encouraged to have an officer of his Company at the conference. This conference will be held at a location specified by the Contracting Officer's authorized representative.

###### 1.1.2 Purpose

The purpose of this preconstruction conference is to enable the Contracting Officer's authorized representative to outline the procedures that will be followed by the Government in its administration of this construction contract and to discuss the performance that will be expected from the Contractor. This conference will allow the Contractor an opportunity to ask questions about the Government's supervision and inspection of contract work, about regulations, and any other questions he may have prior to starting the work. The Contracting Officer's authorized representative may invite other Government personnel to attend this conference.

###### 1.1.3 Topics

The following is a list of items and plans for discussion during this conference. This is not considered to be a complete listing and may be expanded or revised at the discretion of the Contracting Officer. The Contractor shall submit the following items and plans for approval prior to the preconstruction conference. All points of contact for submittal of the items and plans noted shall be provided in the Contractor's notice of award. Any questions the Contractor may have concerning the plans or program will be resolved at this meeting.

- a. Authority of the Contracting Officer's Representative and organization.
- b. Contractor's Safety Plan.
- c. Contractor's Quality Control Plan.
- d. Contractor's Environmental Protection Plan.
- e. Contractor's Progress Schedule - In the form of a bar chart showing all phases and dates for the progress of the scheduled work, including timeliness and basis of surveys, work acceptance requirements, and progress payments relative to conformance to the progress schedule.
- f. Correspondence Procedures.
- g. Contractor Labor Standards Provisions.
- h. Contractor Plan of Operations - The Contractor shall indicate his method(s) of layout and accomplishment of the scheduled work, and his verification/certification procedures for accuracy of the respective areas of work to be accomplished.
- i. Contract Modifications and Administrative Procedures.
- j. Contractor's Job Layout and Storage Area Plan.
- k. Procedures for Processing Shop Drawings, if applicable.
- l. Payment Estimate Data and Procedures.
- m. Contractor Utilities.
- n. Security Requirements and Other Regulations, if applicable.
- o. Government Furnished Equipment, if applicable.
- p. Disposition of Salvage Property.
- q. Contractor Insurance Requirements.
- r. Value Engineering Program.
- s. Contractor Performance Evaluation.

t. Contractor's Environmental Control Plan including

- (1) Spill Control Plan
- (2) Recycling and Waste Minimization Plan
- (3) Contaminant Prevention Plan

#### 1.1.4 Approvals

The Contractor shall submit his Safety Plan, Quality Control Plan, and Environmental Protection Plan for review prior to this meeting. These plans may be approved or approved with comments at the conference. Construction work shall not proceed until after this meeting has been held, all specified Plans have been approved, and the Notice to Proceed has been received and acknowledged by the Contractor.

#### 1.1.5 Minutes of the Meeting

The Government will prepare legibly written or typed minutes of the meeting and will provide the Contractor with a signed original for review and concurrence. The minutes shall include all items discussed at the meeting and the Government will make all corrections provided by the Contractor and resubmit the corrected minutes to the Contractor within seven days.

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

END OF SECTION

## SECTION 01270

### MEASUREMENT AND PAYMENT

10/00

#### **PART 1 GENERAL**

1.1 REFERENCES (Not Used)

1.2 SUBMITTALS (Not Used)

1.3 LUMP SUM PAYMENT ITEMS

Payment items for the work of this contract for which contract lump sum payments will be made are listed in the BIDDING SCHEDULE and described below. All costs for items of work, which are not specifically mentioned to be included in a particular lump sum or unit price payment item, shall be included in the listed lump sum item most closely associated with the work involved. The lump sum price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for which separate payment is not otherwise provided.

1.3.1 Base Bid Payment Item No. 0001 Mobilization and Demobilization

All costs connected with the mobilization and demobilization of all of the contractor's dredging plant and equipment as defined below will be paid for at the contract lump sum price for this item. Sixty percent of the lump sum price will be paid to the Contractor upon completion of his mobilization at the work site. The remaining forty percent will be paid to the Contractor upon completion of demobilization. In the event the Contracting Officer considers that the amount in this item, sixty percent which represents mobilization and forty percent which represents demobilization does not bear a reasonable relation to the cost of the work in this contract, the Contracting Officer may require the Contractor to produce cost data to justify this portion of the bid. Failure to justify such price to the satisfaction of the Contracting Officer will result in payment of actual mobilization costs, as determined by the Contracting Officer, at the completion of mobilization, and actual demobilization costs, as determined by the Contracting Officer,

at the completion of demobilization. The determination of the Contracting Officer is not subject to appeal.

#### 1.3.1.1 Mobilization

Mobilization shall include all costs for operations accomplished prior to commencement of actual dredging operations. This shall include transfer of dredge, attendant plant, and equipment to site, all initial installation of pipe, and any other associated work that is necessary in advance of the actual dredging operations. Also included in this item is all costs for site work in advance of dredged material placement at the disposal area, including clearing and grading, demolition and removal of piping, provision of new piping, and all associated dike construction.

#### 1.3.1.2 Demobilization

Demobilization shall include general preparation for transfer of plant to its home base, removal of pipelines, cleanup of site of work including the placement area, and transfer of plant to its home base.

### 1.4 UNIT PRICE PAYMENT ITEMS

Payment items for the work of this contract on which the contract unit price payments will be made are listed in the BIDDING SCHEDULE and described below. The unit price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for each of the unit price items.

#### 1.4.1 Base Bid Payment Item No. 0002 Maintenance Dredging

Payment to be made for costs associated with dredging the channel and turning basin shall include the cost of removal and placement of material as indicated and specified exclusive of the mobilization and demobilization as defined above. The total amount of material removed and to be paid for under this payment item will be measured by the cubic yard in place by computing the volume between the bottom surface shown by soundings of the last surveys made before dredging, and the bottom surface shown by the soundings of surveys made as soon as practicable after the work has been completed. The volume for measurement and

payment shall include the material within the limits of overdepth and side slopes described in paragraph "Required Dredging Prism, Overdepth, and Side Slopes" of SECTION 02881, less any deductions that may be required for misplaced material described in subparagraph "Misplaced Material", below. The drawings are believed to accurately represent conditions at the time of the surveys indicated. New soundings will be taken immediately before dredging. The Contractor's unit price for dredging, based on the above method of computation of the quantity for payment, shall include his evaluation of shoaling, other natural changes in the waterway, or changes caused by the Contractor's operations that might occur during the period between the surveys before dredging and the surveys for acceptance of the work. Computations for payment purposes will be made by the Government using the average end area method and electronic data processing machines. Determination of quantities removed and the deductions made to determine quantities in place to be paid for in the areas specified, after having once been made, will not be reopened except on evidence of collusion, fraud, or obvious error.

#### 1.4.1 Optional Bid Payment Item No. 0003 Maintenance Dredging

Payment to be made for costs associated with dredging the harbor of refuge shall include the cost of removal and placement of material as indicated and specified exclusive of the mobilization and demobilization as defined above. The total amount of material removed and to be paid for under this payment item will be measured by the cubic yard in place by computing the volume between the bottom surface shown by soundings of the last surveys made before dredging, and the bottom surface shown by the soundings of surveys made as soon as practicable after the work has been completed. The volume for measurement and payment shall include the material within the limits of overdepth and side slopes described in paragraph "Required Dredging Prism, Overdepth, and Side Slopes" of SECTION 02881, less any deductions that may be required for misplaced material described in subparagraph "Misplaced Material", below. The drawings are believed to accurately represent conditions at the time of the surveys indicated. New soundings will be taken immediately before dredging. The Contractor's unit price for dredging, based on the above method of computation of the quantity for payment, shall include his evaluation of shoaling, other natural changes in the waterway, or changes caused by the Contractor's operations that might occur during the period between the surveys before dredging and the surveys for acceptance of the work. Computations for payment purposes will be made by the Government using the average end area method and

electronic data processing machines. Determination of quantities removed and the deductions made to determine quantities in place to be paid for in the areas specified, after having once been made, will not be reopened except on evidence of collusion, fraud, or obvious error.

#### 1.5 Misplaced Material

Any material that is deposited elsewhere than in places designated or approved by the Contracting Officer will not be paid for, and the Contractor may be required to remove such misplaced material and deposit it where directed at his expense.

#### 1.6 Excessive Dredging

Material taken from outside the specific areas to be dredged or beyond the limits as extended in paragraph "Required Dredging Prism, Over depth, and Side Slopes" will be considered as excessive over depth dredging, or excessive side slope dredging, for which payment will not be made. Nothing in these specifications shall be construed to prevent payment for the removal of shoals performed in accordance with the applicable provisions of Paragraphs SHOALING and FINAL EXAMINATION AND ACCEPTANCE of Section 01005.

#### 1.7 Monthly Partial Payments

Monthly partial payments will be based on estimated quantities determined by the Contracting Officer.

**PART 2 PRODUCTS** (Not Applicable)

**PART 3 EXECUTION** (Not Applicable)

-- End of Section --



## SECTION 01305

### SUBMITTAL PROCEDURES

10/00

#### **PART 1 GENERAL**

##### 1.1 REFERENCES (Not Used)

##### 1.2 APPROVAL OF SUBMITTALS

The approval of submittals by the Contracting Officer's Representative (COR), shall not be construed as a complete check, but will indicate only that the general method of construction, work scheduling, and other information are satisfactory. Approval will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor under the Contractor Quality Control (CQC) requirements of this contract is responsible for the dimensions, layout, and satisfactory construction of all work as indicated and specified. After submittals have been approved by the COR, resubmittal for the purpose of changing the approved Work Plan, Progress Schedule, designated Acceptance Sections, or for any other reason, will not be given consideration unless accompanied by an explanation as to why a change is necessary.

##### 1.3 DISAPPROVED SUBMITTALS

The Contractor shall make all corrections required by the COR and promptly furnish a corrected submittal with the Daily CQC Report as specified for the initial submittal. If the Contractor considers any correction indicated on the submittal(s) to constitute a change to the contract, notice as required under the Contract Clause entitled "Changes" shall be given at the same time to the COR.

##### 1.4 WITHHOLDING OF PAYMENT

Payment for any part of the scheduled work accomplished by the Contractor, including transportation of the Contractor's plant to or from the site of the work, will not be made if required approvals for all parts of the scheduled work have not been obtained.

#### **PART 2 PRODUCTS (Not Applicable)**

## **PART 3     EXECUTION**

### **3.1     GENERAL**

The Contractor shall submit all items required and specified in these specifications, and as may be required by other portions of the scheduled work. The required submittals shall be listed in the Contractor's Work Plan and on the Contractor's Submittal Register Form 4288-R. All requirements of submittals shall be coordinated with SECTION 01440. Any questions regarding submittals required of the Contractor will be discussed at the Preconstruction Conference specified in SECTION 01200. At this time, and during the progress of the work, the COR may request submittals in addition to those listed when deemed necessary to adequately describe the work covered in the respective sections. Dimensions and units of weights and measures used on all submittals shall be the same as indicated and specified. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Prior to submittal, all items shall be checked and approved as complete by the CQC representative as specified in SECTION 01440.

### **3.2     SCHEDULING**

Submittals covering component items forming a system or items that are interrelated, such as access/egress to the work area, and delivery/storage of materials prior to construction of features shall be scheduled to be coordinated with the requirements specified and submitted concurrently.

#### **3.2.1     Submittal and Report Identification**

All submittals and reports shall be complete, properly marked, adequately detailed, and identified with location of occurrence in the respective specification section with paragraph number, drawing number and location, and respective Plan or Report requirement, as applicable. The Contractor's CQC representative shall sign and date each submittal and report as complete.

#### **3.2 SUBMITTAL REGISTER (ENG FORM 4288)**

At the end of this SECTION is a sample Submittal Register (ENG Form 4288-R) showing those plans, lists, and items of equipment and materials for which submittals are required by the specifications. The Contractor is informed this sample form may not list all submittals that may be required of the Contractor; however, the Contractor shall utilize this form as a guide to

provide with his CQC Plan a list of all submittals required for the duration of the contract. Columns "D" through "Q" of the sample form indicate the method the Contractor is to use in identification of his submittals. The remainder of columns and how they are to be used during administration of the contract will be addressed at the Pre-Construction Conference noted in SECTION 01200.

#### 3.4 TRANSMITTAL FORM (ENG FORM 4025)

At the end of this SECTION is a sample Transmittal Form (ENG Form 4025) which shall be used for transmittal coordination of all submittals. This form shall be completed by the Contractor identifying each item to be submitted. Special care shall be exercised to ensure proper listing of the date of the submittal transmittal, specification section and paragraph number pertinent to the data submitted for each item, and numerical sequence coordination with the Submittal Register Form 4288-R, Column "B".

-0-



## INSTRUCTIONS

1. Section I will be initiated by the Contractor in the required number of copies.
2. Each transmittal shall be numbered consecutively in the space provided for "Transmittal No.". This number, in addition to the contract number, will form a serial number for identifying each submittal. For new submittals or resubmittals mark the appropriate box; on resubmittals, insert transmittal number of last submission as well as the new submittal number.
3. The "Item No." will be the same "Item No." as indicated on ENG FORM 4286-R for each entry on this form.
4. Submittals requiring expeditious handling will be submitted on a separate form.
5. Separate transmittal form will be used for submittals under separate sections of the specifications.
6. A check shall be placed in the "Variation" column when a submittal is not in accordance with the plans and specifications--also, a written statement to that effect shall be included in the space provided for "Remarks".
7. Form is self-transmittal, letter of transmittal is not required.
8. When a sample of material or Manufacturer's Certificate of Compliance is transmitted, indicate "Sample" or "Certificate" in column e, Section I.
9. U.S. Army Corps of Engineers approving authority will assign action codes as indicated below in space provided in Section I, column i to each item submitted. In addition they will ensure enclosures are indicated and attached to the form prior to return to the contractor. The Contractor will assign action codes as indicated below in Section I, column g, to each item submittal.

### THE FOLLOWING ACTION CODES ARE GIVEN TO ITEMS SUBMITTED

- |  |   |
|--|---|
| <p>A -- Approved as submitted.</p> <p>B -- Approved, except as noted on drawings.</p> <p>C -- Approved, except as noted on drawings.<br/>Refer to attached sheet resubmission required.</p> <p>D -- Will be returned by separate correspondence.</p> | <p>E -- Disapproved (See attached).</p> <p>F -- Receipt acknowledged.</p> <p>FX -- Receipt acknowledged, does not comply as noted with contract requirements.</p> <p>G -- Other (Specify)</p> |
|--|---|
10. Approval of items does not relieve the contractor from complying with all the requirements of the contract plans and specifications.

# SUBMITTAL REGISTER

(ER 415 1-10)

CONTRACT NO.

TITLE AND LOCATION

Maintenance Dredging Starlings Creek

CONTRACTOR

SPECIFICATION SECTION

01005

ACTIVITY NO	TRANSMITTAL NO.	ITEM NO	SPECIFICATION PARAGRAPH NUMBER	DESCRIPTION OF ITEM SUBMITTED	TYPE OF SUBMITTAL										CLASSIFICATION	CONTRACTOR SCHEDULE DATES			CONTRACTOR ACTION			GOVERNMENT ACTION		REMARKS		
					DRAWING DATA	INSTRUMENT SCHEDULES	STATEMENTS REPORTS	CERTIFICATES PERMITS	RECORDS PLANS	O&M MANUALS	INFORMATION NOTES	GOVERNMENT MOVEMENT	REVIEWER	SUBMIT		APPROVAL NEEDED BY	MATERIAL NEEDED BY	CODE	DATE	SUBMIT TO GOVERNMENT	CODE	DATE				
a.	b.	c.	d.	e.	f.	g.	h.	i.	j.	k.	l.	m.	n.	o.	p.	q.	r.	s.	t.	u.	v.	w.	x.	y.	z.	aa.
			1.6	Dredging Intent Notification	X			X							X											
			1.6.1	Dredging Intent Notification to DEQ	X			X							X											
			1.8.1	Contractor Advance Notice for Dredging											X											
			1.8.2	Acceptance Section Survey Reports	X										X											
			1.8.4a	Use of Navigation Aid Notification	X			X							X											
			1.8.5	Dredging Plan for Final Examination	X	X	X	X	X						X											
			1.15	Safety Plan	X	X	X	X	X			X			X											
			1.15.3.1	Activity Hazard Analysis	X	X	X	X	X			X			X											
			1.15.3.4	Hurricane Plan	X										X											
			1.15.3.5	Authorized Plant Operators	X		X								X											
			1.15.3.7	Safety Meeting Notifications			X								X											
			1.18	Dredging Notification to USCG	X										X											
			1.21	Progress Schedule	X		X	X	X							X										



(ER 415 1-10)

01130

### Maintenance Dredging Starlings Creek

CONTRACTOR
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(ER 415 1-10)

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90. <u>2123-2124</u>			

### Maintenance Dredging Starlings Creek

CONTRACTOR

**SPECIFICATION SECTION**

01305

[illegible]



(ER 415 1-10)

**SPECIFICATION SECTION**

### Maintenance Dredging Starlings Creek

CONTRACTOR

01440

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## СРЕДНТА

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38. <u>2019-2020</u>			
39. <u>2021-2022</u>			
40. <u>2023-2024</u>			
41. <u>2025-2026</u>			
42. <u>2027-2028</u>			
43. <u>2029-2030</u>			
44. <u>2031-2032</u>			
45. <u>2033-2034</u>			
46. <u>2035-2036</u>			
47. <u>2037-2038</u>			
48. <u>2039-2040</u>			
49. <u>2041-2042</u>			
50. <u>2043-2044</u>			
51. <u>2045-2046</u>			
52. <u>2047-2048</u>			
53. <u>2049-2050</u>			
54. <u>2051-2052</u>			
55. <u>2053-2054</u>			
56. <u>2055-2056</u>			
57. <u>2057-2058</u>			
58. <u>2059-2060</u>			
59. <u>2061-2062</u>			
60. <u>2063-2064</u>			
61. <u>2065-2066</u>			
62. <u>2067-2068</u>			
63. <u>2069-2070</u>			
64. <u>2071-2072</u>			
65. <u>2073-2074</u>			
66. <u>2075-2076</u>			
67. <u>2077-2078</u>			
68. <u>2079-2080</u>			
69. <u>2081-2082</u>			
70. <u>2083-2084</u>			
71. <u>2085-2086</u>			
72. <u>2087-2088</u>			
73. <u>2089-2090</u>			
74. <u>2091-2092</u>			
75. <u>2093-2094</u>			
76. <u>2095-2096</u>			
77. <u>2097-2098</u>			
78. <u>2099-2100</u>			
79. <u>2101-2102</u>			
80. <u>2103-2104</u>			
81. <u>2105-2106</u>			
82. <u>2107-2108</u>			
83. <u>2109-2110</u>			
84. <u>2111-2112</u>			
85. <u>2113-2114</u>			
86. <u>2115-2116</u>			
87. <u>2117-2118</u>			
88. <u>2119-2120</u>			
89. <u>2121-2122</u>			
90. <u>2123-2124</u>			

### Maintenance Dredging Starlings Creek

CONTRACTOR	
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**SPECIFICATION SECTION**

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## SECTION 01440

### CONTRACTOR QUALITY CONTROL (DREDGING)

10/00

#### **PART 1 GENERAL**

##### 1.1 CONTRACTOR RESPONSIBILITY

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with Paragraphs "CONTRACTOR INSPECTION SYSTEM" and CONTROL. The quality control system shall consist of plans, procedures, and organization necessary to provide materials, equipment, workmanship, fabrication, construction and operations which comply with contract requirements. The system shall cover all work commensurate to dredging operations, dredging, dredged material placement operations, and shall be keyed to the limitations imposed by applicable permits and the proposed work sequence.

##### 1.1.1 Applicable Publications

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

#### AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

\-ASTM D 3740-\ (1988) Evaluation of Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction

\-ASTM E 329-\ (1990) Use in the Evaluation of Testing and Inspection Agencies as Used in Construction

##### 1.2 PAYMENT

Separate payment will not be made for providing and maintaining an effective Quality Control program, and all costs associated therewith shall be included in the applicable unit prices or lump-sum prices contained in the Bidding Schedule.

##### 1.3 COORDINATION MEETING

As soon as practicable after receipt of Notice of Award and before start of the scheduled work and in coordination with the requirements of SECTION 01200, the Contractor shall meet with the Contracting Officer's Representative (COR) and discuss the Contractor's Quality Control (CQC) system. The Contractor's Project Manager, Dredge Captain, Dredge Clerk and Quality Control Manager shall attend this meeting. The Contractor is encouraged to have an officer of his company and representation from any major subcontractors at the conference. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the (CQC) operations, control activities, testing, administration of the system for both onsite and offsite, and the interrelationship of Contractor and Government control and surveillance. Minutes of the meeting will be taken and prepared by the Government, signed by both the Contractor and the COR, with signed copy provided to Contractor, which shall become a part of the contract file. There may also be occasions when subsequent conferences will be called to reconfirm understandings.

#### 1.4 QUALITY CONTROL PLAN

##### 1.4.1 General

Prior to start of the scheduled work operations, the Contractor shall furnish his CQC plan to the COR for acceptance. The CQC Plan the Contractor proposes to implement shall identify the personnel, procedures, instructions, records, and forms, and, as a minimum, shall include:

a. Description of the QM organization, including the name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.

b. The number, classifications, qualifications, duties, responsibilities and authorities of personnel. A copy of the letter, signed by an authorized official of the firm, which describes the responsibilities and delegates the sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities and responsibilities, and shall furnish copies to the Government at the same time.

c. Control, verification and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person or laboratory responsible for each test (laboratory facilities will be approved by the CO).

d. Procedures for processing samples, certificates, and other submittals.

e. CQC activities to be performed, including those of subcontractors, offsite fabricators, and suppliers.

f. Documentation format for CQC activities and testing.

#### 1.4.2 Notification of Changes

After approval of the CQC plan, the Contractor shall notify the COR in writing of any proposed change to his CQC System.

#### 1.4.3 Corrective Actions

If at any time the Government determines that the CQC system, personnel, instructions, controls, tests, or records are not providing scheduled work which conforms to contract requirements, action shall be taken by the Contractor to correct the deficient management.

### 1.5 QUALITY CONTROL ORGANIZATION

#### 1.5.1 CQC Organizational Staffing

The Contractor shall provide a CQC organization staff which shall have complete authority to take any action necessary to ensure compliance with the contract. The CQC organization staff shall consist of a CQC system manager and supplemental staff as specified below, who shall answer to the Contractor's Project Manager. The Project Manager (who shall not be the project superintendent) shall be an executive member of the Contractor's organizational staff, and shall have supervisory powers over the CQC organization and the project superintendent. Following are the minimum requirements for the CQC organization staff. These minimum requirements will not necessarily assure an adequate staff to meet the CQC requirements at all times during dredging and dredged material placement operations. The actual strength of the CQC staff may vary during any specific period to cover the needs of the work.

#### 1.5.1.1 CQC System Manager

The Contractor shall identify an individual within his organization who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. The CQC System Manager shall:

a. be an experienced dredging management person with a minimum of five years experience in related work. This experience shall include successful completion of Course entitled "Construction Quality Management for Contractors". The Contractor shall complete this training within 30 calendar days of receipt of his Notice To Proceed. This course is offered periodically by the Corps of Engineers at an administrative cost not to exceed \$50.00 per person. Specific times and locations are available from the Norfolk District, Construction Branch, telephone (757) 441-7687.

b. be on the job site at all times during work operations and shall be employed by the Contractor.

c. be assigned as system manager but may have duties as the Project Superintendent in addition to quality control.

d. have an alternate who shall be identified in the plan to serve in the event of the CQC system manager's absence. CQC System Manager's period of absence may not exceed one week at any one time, and not more than fifteen workdays during a calendar year. The requirements for the alternate shall be the same as for the designated CQC System Manager.

#### 1.5.1.2 CQC Supplemental Staff Personnel

When necessary for a proper CQC organization, the Contractor shall add additional staff at no cost to the Government. The staff shall be of sufficient size to ensure adequate QC coverage of all work phases, work shifts, and work crews involved in the dredging operations. These individuals shall:

a. be employed by the Contractor, unless waived in writing by the Contracting Officer (CO). All CQC staff members shall be subject to interview prior to acceptance by the Contracting Officer.

b. assist and be responsible only to the CQC system manager. These personnel may perform other duties, but shall be fully qualified by experience and technical training to perform

their assigned QC responsibilities and must be allowed sufficient time to carry out these responsibilities.

c. be physically present at the scheduled work site during work on their areas of responsibility.

d. have the necessary education and experience to ensure contract compliance and shall be responsible for assuring the Contractor's work complies with the contract requirements for their area of specialization.

#### 1.5.2 Organizational Changes

The Contractor shall obtain the Contracting Officer's acceptance before replacing any member of the CQC staff. Requests shall include the names, qualifications, duties, and responsibilities of each proposed replacement.

### 1.6 SUBMITTALS

Submittals shall be accomplished as specified in Section 01305 SUBMITTAL PROCEDURES. The CQC Manager shall be responsible for certifying that all submittals are in compliance with the contract requirements.

### 1.7 CONTROL

Contractor Quality Control is the means by which the Contractor ensures that the construction, including that of subcontractors and suppliers, complies with the requirements of the contract. The controls shall be adequate to cover all construction operations, including both on-site and off-site fabrication, mobilization and demobilization of the Contractor's plant, sitework and related operations, dredge and associated plant operations, environmental monitoring and testing, and will be keyed to the proposed construction sequence. The controls shall be subject to the approval of the Contracting Officer and include at least three phases of control to be conducted by the CQC system manager for all definable features of work as follows:

#### 1.7.1 Preparatory Phase

This phase shall be initiated after the Pre-Construction Conference, performed prior to beginning work on each definable feature of work, and shall include as a minimum the following:

- a. A review of each paragraph of applicable specifications.



b. A review of the contract plans.

c. A check to assure that all plant and equipment to be employed in the work has been tested, required documentation has been submitted, and their use on the work has been approved as specified.

d. A check to assure that provisions have been made to provide required control inspection and testing.

e. Examination of the respective work areas to assure that all required preliminary work has been completed and is in compliance with the contract.

f. A physical examination of approved equipment and plant to do the scheduled work is on hand and conforms to job requirements. A verification check to assure each item of plant and equipment is properly manned for the scheduled work.

g. A review of the appropriate activity hazard analysis to assure safety requirements are met.

h. Discussion of procedures for constructing the work, including repetitive deficiencies, and document construction tolerances and workmanship standards for each respective phase of work.

i. A check to ensure that the portion of the plan and operations method for the work to be performed has been accepted by the Contracting Officer.

j. The Government shall be notified at least forty-eight hours in advance of beginning any of the required action of the preparatory phase. The CQC system manager shall certify the requirements of this phase to be in accordance with contract requirements as a part of this notification. The results of the preparatory phase actions shall be documented by separate written minutes prepared by the CQC system manager and attached to the daily QC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

#### 1.7.2 Initial Phase

This phase shall be accomplished at the beginning of each definable feature of work. The following shall be accomplished:

a. A check of preliminary work to ensure that it is in compliance with contract requirements. Review minutes of the preparatory phase.

b. Verification of full contract compliance. Verify required control inspection and testing.

c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards.

d. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.

e. The Government shall be notified at least forty-eight hours in advance of beginning any of the required action of the preparatory phase. The CQC system manager shall certify the requirements of this phase to be in accordance with contract requirements as a part of this notification. The results of the preparatory phase actions shall be documented by separate written minutes prepared by the CQC system manager and attached to the daily QC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications. Exact location of initial phase inspections and verifications shall be indicated for future reference and comparison with follow-up phases.

f. The initial phase shall be repeated for each new crew to work on-site, when changes to approved plans or schedules are required, and any time acceptable specified quality standards are not being met.

#### 1.7.3 Follow-up Phase

Daily checks shall be performed to assure continuing compliance with contract requirements, including control testing, until completion of the particular feature of work is accomplished. The checks shall be made a matter of record in the Daily CQC Report documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work which may be affected by any preceding deficient work. The Contractor shall not build upon or conceal non-conforming work.

#### 1.7.4 Additional Preparatory and Initial Phases

Additional preparatory and initial phases shall be conducted by the Contractor on the same definable features of work when directed by the COR.

## 1.8 TESTS

### 1.8.1 Testing Procedures

The Contractor shall perform tests specified or required to verify that control measures are adequate to provide a product which conforms to contract requirements. The Contractor shall procure the services of an industry recognized testing laboratory or he may establish an approved testing laboratory at the project site. A list of tests which the Contractor understands he is to perform shall be furnished to the Contracting Officer. The list shall give the test name, specification paragraph containing the test requirements, and the personnel and laboratory responsible for each type of test. The Contractor shall perform the following activities and record and provide the following data:

(a) Verify that testing procedures comply with contract requirements.

(b) Verify that facilities and testing equipment are available and comply with testing standards.

(c) Check test instrument calibration data against certified standards.

(d) Verify that recording forms, including all of the test documentation requirements, have been prepared.

(e) Results of all tests taken, both passing and failing tests, shall be recorded on the Quality Control report for the date taken. Specification paragraph reference, location where tests were taken, and the sequential control number identifying the test shall be given. Actual test reports may be submitted later, if approved by the Contracting Officer, with a reference to the test number and date taken. An information copy of tests performed by an off-site or commercial test facility shall be provided directly to the Contracting Officer. Failure to submit timely test reports, as stated, may result in nonpayment for related work performed and disapproval of the test facility for this contract.

## 1.8.2 Testing Laboratories

### 1.8.2.1 Capability Check

The Government reserves the right to check laboratory equipment in the proposed laboratory for compliance with the standards set forth in the contract specifications and to check the laboratory technician's testing procedures and techniques. Laboratories utilized for testing soils shall meet criteria detailed in \-ASTM D 3740-\ and \-ASTM E 329-\\.

### 1.8.2.2 Capability Recheck

If the selected laboratory fails the capability check, the Contractor will be assessed a charge, equal to the cost of each recheck, to reimburse the Government for each succeeding recheck of the laboratory or the checking of a subsequently selected laboratory. Such costs will be deducted from the contract amount due the Contractor.

### 1.8.2.3 On-Site Laboratory

The Government reserves the right to utilize the Contractor's control testing laboratory and equipment to make assurance tests and to check the Contractor's testing procedures, techniques, and test results at no additional cost to the Government.

### 1.8.2.4 Transportation of Samples for Testing

Cost incidental to the transportation of samples or materials shall be borne by the Contractor. Samples of materials for test verification and acceptance testing by the Government shall be delivered to the Corps of Engineers Division Laboratory or other place designated, as directed by the COR.

## 1.9 DOCUMENTATION

### 1.9.1 Current Quality Control Records

The Contractor shall maintain current records of quality control operations, activities, and tests performed, including the work of subcontractors and suppliers. These records shall be on an acceptable form, complete, legibly written or typed, and shall include factual evidence that required quality control activities and tests have been performed, including but not limited to the following:

- a. Contractor/subcontractor and their area of responsibility.
- b. Operating plant/equipment with hours worked, idle, or down for repair.
- c. Work performed today, giving location, description, and by whom.
- d. Test and control activities performed with results and references to specifications/plan requirements. List deficiencies noted along with corrective action.
- e. Identify submittals reviewed, with contract reference, by whom, and action taken.
- f. Off-site surveillance activities, including actions taken.
- g. Job safety evaluations stating what was checked, results, and instructions or corrective actions.
- h. List instructions given/received and conflicts in plans and/or specifications.
- i. Contractor's verification statement.
- j. These records shall indicate a description of trades/workmen working on the project, the number of personnel working, weather conditions encountered, and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment utilized in the work and workmanship comply with the contract. The original and one copy of these records in report form shall be furnished to the COR and one copy sent facsimile to CENAO-EN-CP, attention Samuel E. McGee III at (757)441-7664 daily within twenty-four hours after the date(s) covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, one report shall be prepared and submitted for every seven days of no work and on the last day of a no work period. All calendar days shall be accounted for throughout the life of the contract. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC system manager. The report from the CQC system manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

#### 1.9.2 Deficiency Tracking Log

The Contractor shall establish and maintain a daily formal deficiency tracking log that shall be kept at the job site. The log shall include as a minimum the following:

- a. Contract title and number.
- b. Deficient work (by an identification number).
- c. Description of corrective action(s).
- d. Date reported.
- e. Date corrected.
- f. Reported by.

#### 1.10 NOTIFICATION OF NONCOMPLIANCE

The COR will notify the Contractor of any noncompliance with the foregoing requirements. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor or his representative at the site of the work, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the COR may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

#### 1.11 MEASUREMENT AND PAYMENT

Separate payment will not be made for any work performed under this section and all associated costs shall be included in the cost for all bid items.

#### **PART 2 PRODUCTS (NOT USED)**

#### **PART 3 EXECUTION (NOT USED)**

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## SECTION 01500

### TEMPORARY CONSTRUCTION FACILITIES 10/00

#### **PART 1**

##### 1.1 SITE PLAN

The Contractor may use the disposal area for storage of materials and equipment; however, the location of Contractor storage, staging, toilet facilities, and any office areas the Contractor may wish to utilize are subject to the approval of the Contracting Officer. The Contractor shall prepare a site plan indicating the proposed location and dimensions of any areas to be used by the Contractor, the type of facilities to be used, avenues of ingress/egress to the areas, and details of installation. Any toilet facilities used shall be fully self-contained.

##### 1.2 AVAILABILITY AND USE OF UTILITY SERVICES

The Contractor is informed that utility services are not available in the work area and any such use or need by the Contractor shall be at his expense.

#### **PART 2 PRODUCTS (NOT USED)**

#### **PART 3 EXECUTION (NOT USED)**

SECTION 01850

CONTRACT DRAWINGS

NORFOLK DISTRICT  
FILE NUMBER

REVISION

TITLE

H-52-10-66 (1)	-	Plans for Dredging - Survey of August 2000
H-52-10-66 (2)	-	Placement Site Project Condition Survey of October 1999



## SECTION 02050

### DEMOLITION

#### **PART 1 GENERAL**

##### 1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

##### ENGINEERING MANUALS (EM)

EM 385-1-1 (1996) U.S. Army Corps of Engineers Safety and Health Requirements Manual

##### 1.2 GENERAL REQUIREMENTS

The work includes demolition and removal of a metal drainage pipe. All demolished materials, rubbish and debris shall be removed from the construction site when demolition is complete and materials shall be disposed of an approved landfill off site.

##### 1.3 PROTECTION

###### 1.5.1 Protection of Personnel

During the demolition work the Contractor shall continuously evaluate the condition of the structure being demolished and take immediate action to protect all personnel working in and around the demolition work. No area, section, or component of a structural element will be allowed to be left standing without sufficient bracing, shoring, or lateral support to prevent collapse or failure while workmen remove debris or perform other work in the immediate area.

###### 1.5.2 Environmental Protection

The work shall comply with the requirements of Section 01330.

##### 1.6 BURNING

The use of burning at the project site for the disposal of refuse and debris will not be permitted.

#### 1.7 USE OF EXPLOSIVES

Use of explosives will not be permitted.

#### **PART 2 PRODUCTS (NOT APPLICABLE)**

#### **PART 3 EXECUTION**

##### 3.1 EXISTING STRUCTURES

Existing metal drainage piping from the exterior face of the dike, including all debris materials inside the piping to remain and damaged piping at the site, shall be completely removed.

##### 3.2 DISPOSITION OF MATERIAL

Title to material and equipment to be demolished is vested in the Contractor upon receipt of notice to proceed. The Government will not be responsible for the condition, loss or damage to such property after notice to proceed.

##### 3.4 CLEAN UP

Debris and rubbish shall be removed from the construction site and transported in a manner that prevents spillage. Local regulations regarding hauling and disposal shall apply.

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## SECTION 02210

### CLEARING, EXCAVATION, DIKE CONSTRUCTION (including Drainage Piping and Rip-Rap), AND FINISH GRADING

#### **PART 1 GENERAL**

##### 1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

##### AMERICAN WOOD-PRESERVERS' ASSOCIATION (AWPA)

AWPA C2 (1995) Lumber, Timber, Bridge Ties and Mine Ties  
- Preservative Treatment by Pressure Processes

AWPA P5 (1997) Standards for Waterborne Preservatives

AWPA M4 (1996) Standard for the Care of Preservative-  
Treated Wood Products

##### AMERICAN SOCIETY OF TESTING MATERIALS (ASTM)

ASTM A 760 (1997) Corrugated Steel Pipe, Metallic-  
Coated for Sewers and Drains

##### VIRGINIA DEPARTMENT OF TRANSPORTATION (VDOT)

VDOT RBS Road and Bridge Specifications (1994)

##### 1.2 SUBMITTALS

The Contractor shall make submittals for the following listed reports and certificates as required by the specifications. The Contracting Officer may request submittals in addition to those specified when deemed necessary to adequately describe the work. Units of weights and measures used on all submittals shall be the same as those used in the contract drawings. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Prior to submittal, all items shall be checked and approved by the Contractor's Quality Control (CQC) representative and each item

shall be stamped, signed, and dated by the CQC representative indicating action taken in accordance with SECTION 01440.

#### 1.2.1 Plant Reports

Reports of inspections and tests, including analysis and interpretation of test results required to verify quality standards are met for materials provided.

#### 1.2.2 Certificates of Compliance

Statement signed by an official authorized to certify on behalf of the manufacturer or supplier of a product, system or material, attesting that the product, system or material meets specified requirements. The statement must be dated after the award of the contract, must state the Contractor's name and address, must name the project and location, and must list the specific requirements which are being certified in accordance with the contract specification.

### 1.3 CHARACTER OF MATERIALS

The materials to be excavated are predominately silty(SLY) and sandy(SP) materials which have historically been dredged from the channel and turning basin in the vicinity of Starlings Creek. Bidders are expected to examine the site of work and decide for themselves the character and state of the materials. The Contractor shall be fully responsible for his evaluation of character and state of the materials and his selection of equipment necessary to complete the construction of work specified.

#### 1.3.1 Satisfactory Materials for Dike Construction

All soils obtained from grading and excavating operations are classified satisfactory for use in dike construction. Soils for this use shall be separated from all nonbiodegradable trash and debris which is encountered during the clearing and excavation operations. The cut trees and other vegetation from the exterior of the dike clearing operations may be placed at the exterior bottom slope of the realigned dike construction prior to placing finished materials in the dike construction.

#### 1.3.2 Unsatisfactory Materials for Dike Construction

Nonbiodegradable trash and other inorganic debris from clearing

operations is classified as unsatisfactory and shall be removed from the construction site and disposed of in an approved landfill.

#### 1.4 CONTROL

The Contractor shall be responsible for the layout of his work at the location and to the elevations and grades shown on the contract drawings. The contractor shall have a licensed professional engineer or licensed professional surveyor in the Commonwealth of Virginia lay out the entire placement area, including drainage piping and ditching. The Contractor shall mark each end of the placement site and the centerline of the berm at 200 foot intervals with minimum 1 inch diameter steel pipe. Each pipe shall be driven to sufficient depth to remain in place until the placement operations are complete. When set in place, the Contractor shall have the surveyor or engineer clearly label the +21.0-foot MLLW elevation on each pipe. The in-place markings will be inspected and approved by the Government before the commencement of dredged material placement operations. The Contractor shall give the Contracting Officer a minimum of 7 calendar days written notice in advance of the commencement of work operations to assure the completion of the Government verification review of the markings. Upon completion of work operations the Contractor shall remove all markings and dispose in an approved manner.

### **PART 2 PRODUCTS**

#### 2.1 DRAINAGE PIPE

ASTM A 760, zinc coated, Type I pipe with annular 2-2/3 by 1/2 inch corrugations, size as indicated.

#### 2.2 RIPRAP STONE

The stone shall meet or exceed the minimum requirements of VDOT RBS Section 204, Grade B, and applicable portions of Section 414 for Dry Riprap, Class I.

#### 2.3 LUMBER

##### 2.3.1 Grading and Marking

Lumber shall bear an authorized gradestamp or grademark recognized by ALSC, or an ALSC recognized certification stamp,

mark, or hammerbrand.

#### 2.3.2 Sizes

Lumber sizes shall conform to requirements of the rules or standards under which produced. Unless otherwise specified, lumber shall be surfaced on four sides. Unless otherwise specified, sizes indicated are nominal sizes, and actual sizes shall be within manufacturing tolerances allowed by the standard under which the product is produced.

#### 2.3.3 Treatment

Lumber shall be treated in accordance with AWPA C2 with waterborne preservatives listed in AWPA P5 to a retention level of 0.40 pcf. Treated wood that is cut or drilled after treatment shall receive a field treatment in accordance with AWPA M4.

#### 2.3.4 Moisture Content

At the time lumber is delivered and installed in the work, moisture content shall be 19 percent maximum.

#### 2.4 THREADED RODS, BOLTS AND WASHERS

Size as indicated, galvanize G90.

### **PART 3 EXECUTION**

#### 3.1 PLACEMENT AREA CLEARING AND CONSTRUCTION

All trees and brush from the exterior face of the existing dike shall be removed to grade.

#### 3.2 PREPARATION OF GROUND SURFACE PRIOR TO FINISH GRADING

The brush and felled trees from clearing operations may be utilized in constructing the realigned dike. Trees shall be cut into maximum 5-foot portions, placed at the toe of the realigned dike in a horizontal layer not greater than 5-feet in loose depth, and covered by a minimum depth in any direction of 10-feet with fill soils of the realigned dike. Brush and felled trees not utilized in the realigned dike construction shall be removed and disposed off site in an approved landfill.

#### 3.3 DIKE CONSTRUCTION

The satisfactory soil material from within the existing dike shall be used for construction of the realigned dike as shown on the plans and specified. The realigned dike shall be constructed to an elevation of +21.0 feet MLLW (NOS). Fill material for dike construction shall be compacted in lifts not to exceed 12-inches. The dike shall have a minimum top berm width of 10 feet and proceed with a side slopes no steeper than 1 vertical on 2 horizontal from the top of the dike to the finished grade on the interior and to the existing ground level on the exterior. The interior and exterior face and top of berm of the realigned finished dike shall be seeded in two equal increments. Seeding operations shall be initiated within 48 hours after attaining the specified grading increment, upon suspension of grading operations for an anticipated duration of greater than 7 days, and upon completion of grading operations for a specific area where no further work is anticipated. The Contractor shall be responsible for selecting seeding-materials and processes suited for the location of use and all work performed shall be in accordance with the manufacturer's recommendations.

#### 3.4 PIPING CONSTRUCTION

Drainage pipes shall be placed on a bedding surface that provides a firm foundation of uniform density throughout the entire length of the pipe. Pipe lengths shall be the maximum practical. Laying shall be with the separate sections joined firmly together, with the outside laps of circumferential joints pointing upstream, and with longitudinal laps on the sides. Any unprotected metal in the joints shall be coated with bituminous material as specified by the piping manufacturer. Joints shall be provided water-tight and secured in accordance with the standard under which the piping is provided. The pipes shall be stabilized by means of 4x4 timber supports as indicated. Vertical supports shall be straight, true, plumb, and have a minimum imbedment of 8 feet. Horizontal supports shall be provided above and below the pipe, level, and firmly secured to the vertical supports with 3/4 inch threaded steel rods and bolts with washers.

##### 3.4.1 Placement of Stone

Stone shall be placed in accordance with VDOT RBS Section 414 at locations indicated. Stone shall be placed to its full course thickness at one operation and in such a manner to avoid

displacing or damaging the piping. The larger stones shall be well distributed and the entire mass of stones in their final position shall be roughly graded to conform to the natural beach slope.

### 3.5 FINISHED EXCAVATION, FILLS, AND EMBANKMENTS

All interior areas covered by the project, including excavated and filled sections and adjacent transition areas, shall be uniformly smooth-graded. The finished surface shall be reasonably smooth, compacted, and free from irregular surface changes. The degree of finish shall be that ordinarily obtainable from blade-grader operations, except as otherwise specified.

### 3.6 PROTECTION

Newly graded areas shall be protected from traffic and from erosion, and any settlement or washing away that may occur from any cause, prior to acceptance, shall be repaired and grades reestablished to the required elevations and slopes. All work shall be conducted in accordance with the environmental protection requirements of the contract.

--END--



## SECTION 02881

### DREDGING

10/00

#### **PART 1 GENERAL**

##### 1.1 PLANT

Plant and equipment employed on the work shall be in satisfactory operating condition, capable of safely and efficiently performing the work as indicated or specified, and shall be subject to inspection and approval by the government at all times. Equipment and machinery, including pipelines and supporting plant associated with dredging and placement operations, shall be of sufficient size and kept in good condition at all times. Any leaks or deficiencies shall be promptly and properly repaired. No reduction in the capacity of the plant, once inspected and approved by the government to be sufficient for employment on the work, shall be made except by written permission of the Contracting Officer. The measure of the "capacity of Plant" shall be its actual performance on the work to which these specifications apply. The Contractor shall submit, as a part of the Work Plan and Quality Control Plan, the manufacturer's pump curve for each pump to be used during the project. This submittal shall be provided by the Contractor for the purpose of verifying his available plant capacity is sufficient to accomplish the scheduled work in accordance with all contract requirements. The submittal shall include the dredge's main pump, and if applicable, the ladder pump and any booster pump(s) to be used on the contract. If a substitution of equipment occurs during the contract, the pump curve of the new pump(s) shall be submitted at the time of substitution and recorded in the Daily Report of Operations. Each pump curve submitted shall be clearly designated with the dredge name, contract number, pump function (main pump, ladder pump, or booster pumps) and pump size. The pump curves shall indicate each respective pump's performance (i.e., pump Hp, efficiency and rpm's) for water plotted against hydraulic head and discharge velocity and GPM's. All data provided must be accompanied with documentation verifying the pumps to be utilized in this work have provided this efficiency on previous work in conditions and for material to be removed similar to that to be accomplished for this contract. All floating plant and pipelines used as accessways or working platforms shall be equipped with walkways and guardrails conforming to Corps of Engineers Manual EM 385-1-1 and meet OSHA requirements for worker safety. All buoyant (plastic) dredge

pipelines that are used on this contract shall be weighted or anchored securely to the bottom so that the pipeline will stay on the bottom, and marked with floats or buoys during daylight and amber lights during darkness to mark distinctly the entire length and course of the line.

## 1.2 CHARACTER OF MATERIALS

The material to be removed is the shoaling that has occurred since the channel and turning basin were last dredged. Bidders are expected to examine the site of work and decide for themselves the character of the materials. The records of previous dredging are available in the Operations Branch at the Norfolk District. The Government does not warrant the accuracy of the records of previous dredging. Local minor variations in the subsurface materials are to be expected and, if encountered, will not be considered as being materially different within the purview of Contract Clause "DIFFERING SITE CONDITIONS".

### 1.2.1 Obstruction Identification

The Contractor may encounter obstructions or other debris that is not identified and may pose a hazard to navigation. The Contractor shall advise the Contracting Officer immediately of any obstructions or other debris of this nature that is encountered.

## **PART 2 PRODUCTS (Not Used)**

## **PART 3 EXECUTION**

### 3.1 PLACEMENT OF EXCAVATED MATERIAL

#### 3.1.1 General

The Contractor shall use the designated Government furnished placement area as indicated. The Contractor shall comply with all terms and conditions of the Department of Environmental Quality (DEQ) Water Protection Permit which is available for review at the U.S. Army Corps of Engineers, Norfolk District, Operations Branch, 803 Front Street, Norfolk, Virginia 23510-1096. Point of contact concerning review of these permits prior to bidding is Chief, Technical Support Section, telephone (757) 441-7130, or FAX (757) 441-7664.

#### 3.1.2 Government Furnished Placement Areas

The material excavated shall be transported and deposited by a hydraulic pipeline dredge to the placement area as indicated. The dredge pipeline shall be placed and advanced in a manner to traverse and disturb marsh and wetlands to the minimum amount practicable. Ingress and egress of personnel and equipment to these marsh and wetlands areas shall be scheduled to coincide with high tide to the maximum extent practicable.

#### 3.1.2.1 Method of Discharge

The Contractor shall install a baffle plate or other approved apparatus to the discharge end of the dredge pipeline which shall precisely control the placement of the dredged material and increase the settlement rate of the material to the maximum extent practicable. The Contractor shall submit his proposed placement plan as a part of the overall work plan and is subject to approval of the Contracting Officer. The Contractor shall locate the initial discharge point as indicated and shall relocate and advance the discharge point in a manner to achieve uniform deposition of material within the placement area.

#### 3.1.2.2 Placement Area Control

If the Contractor performs the work in a manner that placement area control points, range markers and buoys are physically placed in the field or are otherwise required to accomplish the work, all such markings shall be provided by a professional engineer or surveyor licensed in the Commonwealth of Virginia. The in-place markings shall be verified by the Government before commencement of dredging and placement operations. The contractor shall give the Contracting Officer a minimum 14 calendar day written notice in advance of commencement of dredging operations to assure the completion of the Government verification review of the in-place markings.

#### 3.1.3 Water Quality Sampling and Monitoring Controls

In addition to the requirements specified in paragraph "Control of Placement Area Effluent", the Contractor shall take all precautions that in the opinion of the Contracting Officer may be necessary to minimize the escape of dredged material into the navigable waters. Water samples of nearby navigable waters shall be taken after each change in tidal current flow up current from the dredge and placement area. These samples shall serve as the benchmark water quality standard for which measurements of samples taken in the vicinity down current of the dredging and placement areas shall be

compared. Water samples from the water surface in the vicinity down current of the dredging and placement areas shall be taken as often as necessary to conform to the requirements as specified, but not less than once during each respective tidal current flow. Density tests shall be performed on all work samples as outlined in paragraph titled "Control of Placement Area Effluent", in a manner and at proposed locations as approved by the Contracting Officer. In the event the water sample taken from the vicinity down current of the dredging or placement area proves to be greater than 5 grams per liter in excess of the density of water samples established as the benchmark water quality standard, dredging operations shall be stopped immediately or the discharge flow shall be reduced. Dredging can resume maximum operations once the difference in the density tests becomes less than 5 grams per liter. All samples and their approximate location where taken shall be recorded by the contractor and included with the Daily Report of Operations. The Contractor shall provide constant monitoring of the placement operations when dredging and material placement operations are in progress. Monitoring personnel shall have fully functional two-way radio communications with the dredge operator at all times when dredging is in progress. Frequent communication checks shall be made to assure proper material placement during dredging operations. In the event of any communications failure or improper material placement is determined, all dredging and placement operations shall be immediately suspended until communications are restored as approved by the Contracting Officer, or in the event of improper material placement, until proper material placement procedures are reestablished by the Contractor as approved by the Contracting Officer. All costs resulting from suspensions of work as specified above shall be the responsibility of the Contractor and at no additional expense to the government.

#### 3.1.4 Warning Signs

The contractor shall erect and maintain at his own expense suitable navigation warning signs at each end of a submerged pipeline and at any other points necessary to prevent hazards to navigation.

#### 3.1.5 Examination of Pipeline

The pipeline, including connections used for a submerged line, shall be examined and determined to be in good condition to reasonably expect it to last throughout the job without wearing to the extent of allowing leaks.

##### 3.1.5.1 Leaks

In the event that leaks occur anywhere in the pipeline, the contractor will be required to immediately discontinue using the respective equipment until the leaks are stopped. The contractor shall also be required to recover at no cost to the Government any material improperly placed because of a leak or leaks in the equipment.

### 3.2 REQUIRED DREDGING PRISM, OVERDEPTH, AND SIDE SLOPES

#### 3.2.1 Required Dredging Prism

Within the specific areas indicated to be dredged or areas approved by the Contracting Officer, the required dredging prism is defined by the required depths and applicable side slopes as indicated and specified. The actual quantity within the required dredging prism will be computed from the last surveys made before dredging.

#### 3.2.2 Overdepth

To cover inaccuracies of the dredging process, material actually removed from within the specific areas to be dredged to a depth of not more than one foot below the required depth will be estimated and paid for at the contract price.

#### 3.2.3 Side Slopes

Material actually removed, within limits approved by the Contracting Officer, to provide for final side slopes not flatter than 1 vertical on 3 horizontal, but not in excess of the amount originally lying above this limiting side slope, will be estimated and paid for, whether dredged in original position or by dredging space below the pay slope plane at the bottom of the slope for upslope material capable of falling into the cut. In computing the limiting amount of side-slope dredging an overdepth of one foot measured vertically will be used.

#### 3.2.4 Method of Obtaining Soundings

Soundings to determine the volume of material removed under this contract will be made with an echo sounding survey recorder operating on a frequency of 200 kilohertz. The equipment shall be adjusted by the bar/ball check method to compensate for variations of the velocity of sound in water.

#### 3.2.5 Basis of Surveys

The Government hydrographic surveys shall be the sole basis for determining payment for dredging and final acceptance.

### 3.3 QUALITY CONTROL

The contractor shall establish and maintain a quality control system for all dredging operations to assure compliance with contract requirements and record his inspections and tests under this system.

#### 3.3.1 Inspections and Testing Requirements

Inspections and testing shall be the responsibility of the Contractor including but not limited to the following:

##### 3.3.1.1 Placement Area Inspections and Tests

Inspection for adequacy of placement area control discharge and advancement methods, inspection for any required placement area maintenance, and surveillance for breaks in piping or overflow of dredged material outside of placement area.

##### 3.3.1.2 Dredging Area Inspections and Tests

Inspections and tests to assure water quality standards are not exceeded in the vicinity of the dredge during dredging operations.

##### 3.3.1.3 Equipment and Machinery Requirements

All measuring equipment, global positioning systems (GPS) and other electronic positioning systems, data plotting and recording equipment, and the procedures associated with each respective item of equipment, shall be subject to the approval of the Contracting Officer. Verification of current calibration for each respective item of equipment, as approved by the Contracting Officer, shall be provided by the Contractor prior to use of the equipment on the work. All records produced by the equipment shall be inspected and certified as complete by the Contractor's Quality Control Representative and included as a part of the Daily Quality Control Report.

##### 3.3.1.4 Miscellaneous Inspections and Test Records

A copy of the records of all inspections and tests, as well as record of corrective action taken, shall be included in the Control

Plan and furnished to the Contracting Officer as a part of the Daily Quality Control Report.

#### 3.3.1.5 Control of Placement Area Effluent

The density of the effluent shall be determined by a hydrometer or weight-volume method. The Contractor will have the option of the hydrometer method when settled solids are not present in the sample. When settled solids are present, the weight-volume method must be employed for density determinations. The same technique shall be used for establishing the benchmark water density standard as that utilized in the samples taken in the vicinity down current of the dredge and placement areas. The sample must be representative of the actual condition of waters in the vicinity of the respective work operations. When the hydrometer is used, an instrument such as Fisher Brand #14-331-5C2, or approved equal, shall be used. When the weight-volume method is employed, a 1,000 c.c. laboratory cylinder and a scale or balance capable of weighing the sample and cylinder to the nearest gram shall be used.

#### 3.3.1.6 Inspection and Test Records

A copy of the records of inspections and tests, as well as record of corrective action taken, shall be provided to the Contracting Officer with the Daily Report of Operations.

#### 3.3.1.7 Reporting and Certificates

All measuring, plotting, and recording equipment and procedures shall be subject to the approval of the Contracting Officer. Verification of their calibration, certified by the Contractor's Quality Control Representative, shall be furnished prior to use on the work. All records produced by the equipment shall be authenticated by the authorized representative of the contractor and then provided to the Contracting Officer with the Daily Report of Operations.

### 3.4 REPORTING REQUIREMENT

The contractor shall prepare and maintain a daily report of operations and furnish copies daily to the Contracting Officer.

A copy of the form prescribed for recording the required information and any further instructions on the preparation of the report will be furnished at the preconstruction conference noted in Section 01005. The contractor shall also furnish the following item(s) daily to the Contracting Officer during dredging

operations:

(1) For hydraulic dredges:

(a) Copy of dredge leverman's log.

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Divisions 3 thru 16 Not Used

END OF TECHNICAL SPECIFICATIONS